Moody's: "A2"
Fitch: "A+"
(see "RATINGS" herein)

NEW ISSUE

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Issuer and the College described herein, interest on the Series 2022 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that interest on the Series 2022 Bonds is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Bond Counsel is further of the opinion that, based on existing law, interest on the Series 2022 Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof. See "TAX MATTERS" herein regarding certain other tax considerations.

MARIST

$58,190,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE BONDS, SERIES 2022
(MARIST COLLEGE PROJECT)

Dated: Date of Delivery **Due: July 1, as shown on the inside cover**

The Dutchess County Local Development Corporation Revenue Bonds, Series 2022 (Marist College Project) (the "Series 2022 Bonds") are being issued pursuant to an Indenture of Trust dated as of May 1, 2022 (the "Indenture") by and between the Dutchess County Local Development Corporation (the "Issuer") and Manufacturers and Traders Trust Company, as trustee (the "Trustee") and are payable solely out of the revenues or other receipts, funds or moneys of the Issuer pledged therefor or otherwise available to the Trustee for the payment thereof, including those derived under a Loan Agreement dated as of May 1, 2022 (the "Loan Agreement") between the Issuer and Marist College (the "College") and a promissory note evidencing the loan of the proceeds of the Series 2022 Bonds to the College, as well as by certain funds and accounts established by the Indenture. The obligation of the College to make payments pursuant to the Loan Agreement and the promissory note is an unsecured general obligation of the College, payable on parity with other unsecured general obligations of the College. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS."

The Series 2022 Bonds will bear interest at the rates shown on the inside cover to this Official Statement. The Series 2022 Bonds will be subject to optional and mandatory redemption as described herein under "THE SERIES 2022 BONDS – Redemption Prior to Maturity."

The Series 2022 Bonds are being issued to (i) finance certain capital improvement projects on the College's main campus and (ii) finance certain costs of issuance of the Series 2022 Bonds. See "THE PROJECT" herein.

Interest on the Series 2022 Bonds will be payable on each January 1 and July 1, commencing July 1, 2022. The Series 2022 Bonds will be issued as registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository for the Series 2022 Bonds. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their ownership interest in the Series 2022 Bonds. Principal and interest will be paid by the Issuer to the Trustee which will remit such principal and interest to DTC, which will in turn remit such principal and interest to its Participants (as defined herein) for subsequent distribution to the Beneficial Owners (as defined herein) of the Series 2022 Bonds. See "THE SERIES 2022 BONDS – Book-Entry Only System" herein.

THE SERIES 2022 BONDS WILL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM PAYMENTS MADE BY THE COLLEGE UNDER THE LOAN AGREEMENT AND ANY MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE. THE SERIES 2022 BONDS DO NOT CONSTITUTE AND SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR OF THE COUNTY OF DUTCHESS, NEW YORK AND NEITHER THE STATE OF NEW YORK OR THE COUNTY OF DUTCHESS, NEW YORK SHALL BE LIABLE THEREON.

THE SERIES 2022 BONDS DO NOT GIVE RISE TO A PECUNIARY LIABILITY OR CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE STATE OF NEW YORK OR OF THE COUNTY OF DUTCHESS, NEW YORK. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR THE INTEREST ON ANY SERIES 2022 BOND AGAINST ANY MEMBER, OFFICER, EMPLOYEE OR AGENT OF THE ISSUER.

This cover page contains information for general reference only. It is not intended as a summary of this transaction. Investors are advised to read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2022 Bonds are offered when, as and if issued and received by the Underwriter and subject to the receipt of the unqualified legal opinion as to the validity of the Series 2022 Bonds of Nixon Peabody LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the College by its counsel, Bond, Schoeneck & King, PLLC, Syracuse, New York. Certain legal matters will be passed upon for the Issuer by its counsel, Cappillino, Rothschild & Egan LLP, Pawling, New York. Certain legal matters will be passed upon for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York. It is anticipated that the Series 2022 Bonds will be available for delivery in book-entry only form to DTC on or about May 10, 2022.

MORGAN STANLEY

April 26, 2022

$58,190,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE BONDS, SERIES 2022
(MARIST COLLEGE PROJECT)

Maturities, Amounts, Interest Rates and Yields

$28,365,000 Term Bonds, 4.000%, due July 1, 2049, Yield 4.200%, CUSIP[(1)]: 267045QW5

$29,825,000 Term Bonds, 5.000%, due July 1, 2052, Yield 3.980%[*], CUSIP[(1)]: 267045QX3

[(1)] The CUSIP (Committee on Uniform Securities Identification Procedures) numbers on the inside cover page of this Official Statement have been assigned by an organization not affiliated with the Issuer, the College, the Underwriter or the Trustee, and such parties are not responsible for the selection or use of the CUSIP numbers. The CUSIP numbers are included solely for the convenience of holders and no representation is made as to the correctness of the CUSIP numbers printed above. CUSIP numbers assigned to the Series 2022 Bonds may be changed during the term of the Series 2022 Bonds based on a number of factors including but not limited to the refunding or defeasance of such issues or the use of secondary market financial products. None of the Issuer, the College, the Underwriter or the Trustee has agreed to, nor is there any duty or obligation to, update this Official Statement to reflect any change or correction in the CUSIP numbers printed above.

[*] Priced to first optional redemption date of July 1, 2032.

No person has been authorized by the Issuer, the College, the Underwriter or any other entity described herein to give any information or to make any representations not contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy any of the Series 2022 Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

The information set forth herein has been obtained from the Issuer, the College and other sources that are believed to be reliable, but is not guaranteed as to the accuracy or completeness and, except for the information concerning the Issuer, is not to be construed as a representation by the Issuer. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. All quotations from and summaries and explanations of provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly stated, are intended merely as estimates or opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Issuer, the College or any other entity referred to herein since the date hereof or the date as of which particular information contained herein is given, if earlier.

This Official Statement contains certain “forward-looking statements” concerning the operations and financial condition of the College. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the College. The words “may,” “would,” “could,” “will,” “expect,” “anticipate,” “believe,” “intend,” “plan,” “estimate” and similar expressions are meant to identify these forward-looking statements. The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2022 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

THE SERIES 2022 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2022 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2022 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN THE OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2022 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

TABLE OF CONTENTS

INTRODUCTION 1
THE SERIES 2022 BONDS 3
DEBT SERVICE REQUIREMENTS 11
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS 12
THE ISSUER 14
THE COLLEGE 15
THE PROJECT 15
SOURCES AND USES OF FUNDS 15
BONDHOLDERS' RISKS 16
CONTINUING DISCLOSURE OBLIGATIONS 22
TAX MATTERS 23
FINANCIAL ADVISORS 26
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS 26
RATINGS 26
LITIGATION 26
LEGAL MATTERS 27
UNDERWRITING 27
MISCELLANEOUS 27

APPENDIX A – Certain Information Concerning the College ..... A-l
APPENDIX B – Consolidated Financial Statements of the College and Affiliates as of and for the years ended June 30, 2020 and 2021 ..... B-l
APPENDIX C – Schedule of Definitions and Summaries of Certain Provisions of the Indenture and the Loan Agreement ..... C-l
APPENDIX D – Form of Continuing Disclosure Agreement ..... D-l
APPENDIX E – Form of Approving Opinion of Bond Counsel ..... E-l

OFFICIAL STATEMENT
of the
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

Relating to

$58,190,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE BONDS, SERIES 2022
(MARIST COLLEGE PROJECT)

INTRODUCTION

The purpose of this Official Statement, including the inside cover page and the appendices attached hereto, is to provide information in connection with the issuance by the Dutchess County Local Development Corporation (the "Issuer") of its $58,190,000 Revenue Bonds, Series 2022 (Marist College Project) (the "Series 2022 Bonds"). The following is a brief description of certain information concerning the Series 2022 Bonds, the Issuer and Marist College (the "College"). A more complete description of such information and additional information that may affect decisions to invest in the Series 2022 Bonds is contained throughout this Official Statement, which should be read in its entirety. Certain capitalized terms not otherwise defined herein are defined in APPENDIX C – "SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT."

Purpose of the Issue

The Series 2022 Bonds are being issued to (i) finance certain capital improvement projects on the College's main campus and (ii) finance certain costs of issuance of the Series 2022 Bonds (collectively, the "Project"). See "THE PROJECT" herein.

Authorization of the Series 2022 Bonds

The Series 2022 Bonds are authorized to be issued pursuant to a resolution of the Issuer adopted on April 8, 2022 (the "Resolution"). The Series 2022 Bonds will be issued under an Indenture of Trust dated as of May 1, 2022 (the "Indenture"), by and between the Issuer and Manufacturers and Traders Trust Company, as trustee (the "Trustee"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS" herein.

The Issuer

The Issuer is a not-for-profit local development corporation created as a public instrumentality of Dutchess County, New York (the "County"), for the purpose of promoting the economic welfare of the inhabitants of the County. The Issuer was formed under the Not-For-Profit Corporation Law of the State of New York (the "State") and is operated under Article 14 of the Not-For-Profit Corporation Law, as amended from time to time (the "Act"). The Issuer has no taxing power. See "THE ISSUER" herein.

The College

The College is a New York education corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). For more information on the College, see "THE COLLEGE" herein, APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE" and APPENDIX B – "CONSOLIDATED FINANCIAL STATEMENTS OF THE

COLLEGE AND AFFILIATES AS OF AND FOR THE YEARS ENDED JUNE 30, 2020 AND 2021" herein.

Limited Obligations of the Issuer

THE SERIES 2022 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER. THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF AND INTEREST ON THE SERIES 2022 BONDS SOLELY FROM THE NET REVENUES AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE INDENTURE AND AVAILABLE FOR SUCH PAYMENT. THE SERIES 2022 BONDS ARE NOT A DEBT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, SHALL BE LIABLE THEREON. THE SERIES 2022 BONDS SHALL NOT BE PAYABLE FROM ANY OTHER FUNDS OF THE ISSUER. THE ISSUER HAS NO TAXING POWERS.

General

The Series 2022 Bonds will be issued as "book-entry only" obligations to be held by The Depository Trust Company, as depository (the "Securities Depository") for the Series 2022 Bonds. See "THE SERIES 2022 BONDS – Book-Entry Only System" herein.

The Series 2022 Bonds will be equally and ratably secured as to principal and interest by the Indenture. The Indenture constitutes a first lien on the Trust Estate (as defined in the Indenture).

The purchase of the Series 2022 Bonds involves a degree of risk. Prospective purchasers should carefully consider the material under the caption "BONDHOLDERS' RISKS" herein.

The Series 2022 Bonds will be sold and delivered by the Issuer to Morgan Stanley & Co. LLC, as underwriter (the "Underwriter"), pursuant to a bond purchase agreement (the "Bond Purchase Agreement") by and among the Issuer, the College and the Underwriter. See "UNDERWRITING" herein.

The following summaries are not comprehensive or definitive. All references to the Series 2022 Bonds, the Indenture and the Loan Agreement are qualified in their entirety by the definitive forms thereof. Copies of the documents are available for inspection at the office of the Underwriter at 1585 Broadway, 16th Floor, New York, New York 10036, after delivery of the Series 2022 Bonds to the Underwriter, and at the principal corporate trust office of the Trustee located at 285 Delaware Avenue, 3rd Floor, Buffalo, New York 14202.

Capitalized terms used in this Official Statement shall have the meanings specified in APPENDIX C – "SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT." Terms not otherwise defined in this Official Statement have the meanings provided in the specific documents.

THE SERIES 2022 BONDS

General

The Series 2022 Bonds will be dated, bear interest at the rates per annum and mature in the years and in the principal amounts shown on the inside cover page to this Official Statement, subject to redemption prior to maturity as hereinafter described. The Series 2022 Bonds are issued as fully registered bonds without coupons, in the denomination of $5,000 or any integral multiple thereof.

Interest on the Series 2022 Bonds will be payable semiannually on January 1 and July 1, commencing July 1, 2022. Subject to the provisions described below under "Book-Entry Only System," principal of and any redemption premium on the Series 2022 Bonds are payable upon presentation and surrender of such Series 2022 Bonds at the principal corporate trust office of the Trustee and interest on the Series 2022 Bonds will be payable by check mailed to the registered owner or by wire transfer to any owner of at least $500,000 in aggregate principal amount of Series 2022 Bonds on each Debt Service Payment Date to the registered holders thereof at their addresses appearing on the registration books maintained by the Trustee.

Redemption Prior to Maturity

Optional Redemption

The Series 2022 Bonds are subject to redemption by the Issuer at the option of the College on or after July 1, 2032, in whole or in part at any time, at the Redemption Price (as defined in the Indenture) equal to 100% of the principal amount being redeemed, plus accrued interest to the Redemption Date, upon receipt by the Trustee of notice from the College on behalf of the Issuer, directing such redemption, as described below under the heading "Notice of Redemption."

Extraordinary Redemption

The Series 2022 Bonds are subject to extraordinary optional redemption prior to maturity, as a whole or in part at any time, without premium or penalty, at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus interest accrued thereon to the Redemption Date, upon the occurrence of any of the following events:

(a) The Project (as defined in the Indenture) or any material portion of the Project shall have been damaged or destroyed to such extent that, in the opinion of an Authorized Representative of the College (as expressed in a certificate filed with the Issuer and the Trustee within sixty (60) days after such damage or destruction), (A) the Project or any such portion of any of the Project cannot be reasonably restored within a period of twelve (12) consecutive months after such damage or destruction to the condition thereof immediately preceding such damage or destruction, or (B) the College is thereby prevented or is reasonably expected to be thereby prevented from carrying on its normal operations within the Project or any such portion of any of the Project for a period of twelve (12) consecutive months after such damage or destruction, or (C) the cost of restoration of any of the Project or such portions of any of the Project would exceed the Net Proceeds (as defined in the Indenture) of insurance carried thereon; or

(b) Title to, or the use of, all or any material part of any of the Project shall have been taken by Condemnation (as defined in the Indenture) such that, in the opinion of an Authorized Representative of the College (expressed in a certificate filed with the Issuer and the Trustee within sixty (60) days after the date of such taking), the College is thereby prevented from carrying on their respective normal operations therein for a period of twelve (12) consecutive months after such taking.

Mandatory Redemption from Bond Fund

The Series 2022 Bonds are subject to mandatory redemption, without premium or penalty, in whole or in part, and shall be prepaid or redeemed prior to maturity with moneys deposited into the Bond Fund created under the Indenture as a result of the unused balance in the Project Fund and Renewal Fund created under the Indenture being deposited into the Bond Fund pursuant to the Indenture. See “APPENDIX C – SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT – Use of the Moneys in Project Fund,” “Payments into Bond Fund” and “Payments into Renewal Fund; Application of Renewal Fund” herein.

Sinking Fund Redemption

The Series 2022 Bonds maturing on July 1, 2049 are subject to mandatory redemption in part commencing on July 1, 2044 by lot by operation of Sinking Fund Payments at a redemption price equal to the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the Redemption Date as set forth in the following table:

Sinking Fund Payment Date (July 1)	Amount
2044	$430,000
2045	445,000
2046	5,895,000
2047	6,130,000
2048	6,370,000
2049*	9,095,000

*Maturity date

The Series 2022 Bonds maturing on July 1, 2052 are subject to mandatory redemption in part commencing on July 1, 2050 by lot by operation of Sinking Fund Payments at a redemption price equal to the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the Redemption Date as set forth in the following table:

Sinking Fund Payment Date (July 1)	Amount
2050	$9,460,000
2051	9,935,000
2052*	10,430,000

*Maturity date

Notice of Redemption

The Trustee shall call the Series 2022 Bonds for redemption upon receipt of written notice from the College directing such redemption, which notice shall be sent to the Trustee and the Issuer at least forty-five (45) days prior to the Redemption Date specified in such notice and shall specify (i) the principal amount of Series 2022 Bonds and their maturities so to be called for redemption, (ii) the applicable Redemption Price and (iii) the provision or provisions of the Indenture pursuant to which such Series 2022 Bonds are to be called for redemption.

When the Series 2022 Bonds are to be redeemed pursuant to the Indenture, the Trustee shall give notice of the redemption of the Series 2022 Bonds in the name of the Issuer, by mail at least thirty (30) days and not more than sixty (60) days prior to said redemption to the Owner of each Series 2022 Bond to be redeemed at the address shown on the registration books, stating: (i) the Series 2022 Bonds to be redeemed; (ii) the Redemption Date; (iii) that such Series 2022 Bonds will be redeemed at the Office of the Trustee; (iv) that on the Redemption Date there shall become due and payable upon each Series 2022 Bond to be redeemed the Redemption Price thereof, together with interest accrued to the Redemption Date; and (v) that from and after the Redemption Date interest thereon shall cease to accrue. Any notice of redemption may be conditioned on sufficient funds being on deposit with the Trustee on the Redemption Date to effect such redemption and if sufficient funds are not on deposit, the redemption shall be rescinded and be of no further force and effect. Such notice shall further state that payment of the applicable Redemption Price plus accrued interest to the Redemption Date will be made upon presentation and surrender of the Series 2022 Bonds or portions thereof to be redeemed; and that the Series 2022 Bonds or portions thereof so called for redemption will be deemed redeemed and will cease to bear interest on the specified Redemption Date, provided that moneys for their redemption have been duly deposited with the Trustee; and, except for the purpose of payment, that such Series 2022 Bonds will no longer be protected by the Indenture. Notwithstanding anything to the contrary contained in the Indenture, failure by the Trustee to give such notice by mail, or any defect therein, shall not affect the validity of any proceeding for the redemption of the Series 2022 Bonds.

Any notice of redemption given with respect to a Book Entry Bond shall comply with the requirements for notice contained in the Depository Letter from the Issuer to the Securities Depository relating to such Book Entry Bond.

Notice of any redemption with respect to the Series 2022 Bonds held under a book entry system shall be given by the Bond Registrar or the Trustee only to the Securities Depository, or its nominee, as the Holder of such Bonds. Selection of book entry interests in the Series 2022 Bonds called for redemption is the responsibility of the Securities Depository and any failure of any Direct Participant, Indirect Participant or Beneficial Owner to receive such notice and its content or effect will not affect the validity of such notice or any proceedings for the redemption of such Series 2022 Bonds.

Payment of Redeemed Series 2022 Bonds

After notice shall have been given in the manner provided above, the Series 2022 Bonds or portions thereof called for redemption shall become due and payable on the Redemption Date so designated. Upon presentation and surrender of such Series 2022 Bonds at the Office of the Trustee, such Series 2022 Bonds shall be paid at the Redemption Price, plus accrued interest to the Redemption Date.

If, on the Redemption Date, moneys for the redemption of all the Series 2022 Bonds or portions thereof to be redeemed, together with interest thereon to the Redemption Date, shall be held by the Trustee so as to be available therefor on such date, the Series 2022 Bonds or portions thereof so called for redemption shall cease to bear interest, and such Series 2022 Bonds or portions thereof shall no longer be Outstanding under the Indenture or be secured by or be entitled to the benefits of the Indenture except with respect to payment of the Redemption Price thereof and accrued interest thereon to the Redemption Date. If such moneys shall not be so available on the Redemption Date, such Series 2022 Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and shall continue to be secured by and be entitled to the benefits of the Indenture.

In the event of any partial redemption, the particular Series 2022 Bonds or portions thereof to be redeemed shall be selected by the Trustee not more than sixty (60) days prior to the Redemption Date from maturities designated in writing by the College, and within each maturity by lot or by such other method as the Trustee shall deem fair and appropriate, provided that for so long as the Series 2022 Bonds shall be Book Entry Bonds, the particular Series 2022 Bond or portions thereof to be redeemed within a maturity may be selected by lot by the Securities Depository in such manner as the Securities Depository may determine. If any maturity of the Series 2022 Bonds which is subject to sinking fund redemption is to be redeemed in part, the Trustee shall apply any partial redemption payments (other than a scheduled mandatory redemption) to the schedule of mandatory Sinking Fund Payments thereon as designated by the College. Further, the Trustee may provide for the selection for redemption of portions (equal to $5,000 or any integral multiple of $5,000 in excess thereof) of Series 2022 Bonds. In no event shall the principal amount of Series 2022 Bonds subject to any partial redemption be other than a whole multiple of $5,000 thereof.

Purchase in Lieu of Redemption

The College shall have the option to cause any Series 2022 Bonds to be purchased by the College, or its designee, in lieu of redemption pursuant to the Indenture. Such option may be exercised by delivery to the Trustee, within the time period specified in under the heading "Notice of Redemption" above, as though the written request were a written notice of the College's election to cause redemption of the Series 2022 Bonds, of a written notice of the College specifying that the Series 2022 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to the Indenture. Upon delivery of such notice, (i) the Trustee shall thereupon give the owners of the Series 2022 Bonds to be purchased notice of such purchase in the manner specified in the Indenture as though such purchase were a redemption and the purchase of such Series 2022 Bonds shall be mandatory and enforceable against the Bondholders, and (ii) the Series 2022 Bonds shall not be redeemed but shall be purchased by the College at a price equal to the Redemption Price specified above, together with interest accrued to the Redemption Date, and if so purchased, the Series 2022 Bonds shall continue to be Outstanding under the Indenture for all purposes and shall continue to be subject to optional redemption as provided in the Indenture. In the case of the purchase of less than all of the Series 2022 Bonds, the particular Series 2022 Bonds to be purchased shall be selected in accordance with the provisions of the Indenture as though such purchase were a redemption, or in such other manner as the College shall direct, provided such selection method is described in the written request to the Trustee. Purchases in lieu of redemption shall be permitted, with the consent of the Issuer, upon the delivery to the Issuer and the Trustee of (i) an opinion of Nationally Recognized Bond Counsel addressed to the Issuer and the Trustee substantially to the effect that (A) such purchases in lieu of optional redemption comply with the provisions of the Indenture and (B) neither such purchases in lieu of an optional redemption nor any transaction directly related thereto will adversely affect the exclusion from gross income of interest on the Series 2022 Bonds for purposes of federal income taxation, and (ii) such other opinions, certificates or documentation as the Issuer may require.

Registration, Transfer and Exchange

So long as any series of Bonds shall remain Outstanding, the Issuer shall maintain, at the Office of the Trustee, books for the registration and transfer such series of Bonds. The Trustee is appointed Bond Registrar for the Issuer under the Indenture for the purpose of registering and making transfers on such registration books for each Series of Bonds issued thereunder. The Trustee, as Bond Registrar, shall register in such books and permit to be transferred thereon, under such reasonable regulations as the Trustee may prescribe, any Series of Bonds entitled to registration or transfer.

Each Series 2022 Bond shall be transferable only on the books of the Issuer and upon surrender of the Series 2022 Bond, at the Office of the Trustee, together with a written instrument of transfer, duly executed by the registered owner or his attorney duly authorized in writing. Upon the transfer of any registered Series 2022 Bond, the Issuer shall issue in the name of the transferee a new registered Series 2022 Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2022 Bond.

The Issuer, the Trustee and any Paying Agent may deem and treat the Person in whose name any Series 2022 Bond shall be registered upon the books of the Issuer as the absolute owner thereof, whether such Series 2022 Bond shall be overdue or not for the purpose of receiving payment of the principal of or Redemption Price and, except as otherwise provided in the Indenture, interest on such Series 2022 Bond and for all other purposes. All such payments so made to any such registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Issuer upon such Series 2022 Bond to the extent of the sum or sums so paid. Neither the Issuer, the Trustee nor any Paying Agent shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging or transferring the Series 2022 Bonds is exercised, the Issuer shall execute and, upon the Issuer's request, the Trustee shall authenticate and deliver the Series 2022 Bonds in accordance with the provisions of the Indenture. All Series 2022 Bonds surrendered in any exchanges or transfers shall forthwith be canceled in accordance with the provisions of the Indenture. For every exchange or transfer of the Series 2022 Bonds, whether temporary or definitive, the Issuer or the Trustee may make a charge sufficient to reimburse it for (i) any tax, fee or other governmental charge or expense required to be paid with respect to the delivery of definitive Series 2022 Bonds in exchange for temporary Series 2022 Bonds, (ii) the cost of preparing each new Series 2022 Bond, and (iii) any other expenses of the Issuer or the Trustee incurred in connection therewith.

Neither the Issuer nor the Trustee shall be obligated to exchange or transfer any Series 2022 Bond during the ten (10) days next preceding (i) a Debt Service Payment Date, or (ii) in the case of any proposed redemption of Series 2022 Bonds, the date of the first mailing of notice of such redemption.

Acceleration

Upon the occurrence of an Event of Default under the Loan Agreement or any similar provision in any other loan agreement with respect to any Additional Bonds, all Series of Bonds Outstanding shall become immediately due and payable without action or notice of any kind on the part of the Trustee or the Issuer. Upon the occurrence and continuance of an Event of Default, the Trustee shall, by notice in writing delivered to the Issuer and the College, declare all Series of Bonds Outstanding immediately due and payable, and such Series of Bonds shall become and be immediately due and payable, anything in the Series of Bonds or in the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Series of Bonds an amount equal to the total principal amount of all such Series of Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment. If all of the Series of Bonds Outstanding shall become so immediately due and payable, the Issuer and the Trustee shall as soon as possible declare by written notice to the College all unpaid installments payable by the College under the Loan Agreement or any similar provision in any other Loan Agreement with respect to any Additional Bonds to be immediately due and payable.

At any time after the principal of the Series 2022 Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may annul such declaration and its consequences with respect to any Series 2022 Bonds not then due by their terms if (i) moneys shall have been deposited in the Bond Fund sufficient to pay all matured installments of interest and principal, Sinking Fund Payments or the Redemption Price (other than principal then due only because of such declaration) of such Outstanding Series of Bonds; (ii) sufficient moneys shall be available to pay the amounts described in the Indenture; (iii) all other amounts then payable by the Issuer under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every other Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Upon the occurrence and continuation of an Event of Default, the Series 2022 Bonds shall bear interest at a default rate from the date of the occurrence of such Event of Default until the Series 2022 Bonds have been paid pursuant to the Indenture or such Event of Default has been cured.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022 Bond will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable written notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2022 Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2022 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

NEITHER THE ISSUER, THE COLLEGE, THE UNDERWRITER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO: (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (2) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT, SINKING FUND PAYMENTS, REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2022 BONDS; (3) THE DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDOWNERS; (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2022 BONDS; OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDOWNER.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2022 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE BONDOWNERS OR REGISTERED HOLDERS OF THE SERIES 2022 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2022 BONDS.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the long-term debt service requirements of the College for fiscal year ending June 30 of the years shown for (i) the payment of the principal on the Series 2022 Bonds, payable on July 1 of each such period and the interest payments coming due during each such period with respect to the Series 2022 Bonds, (ii) the total aggregate debt service payments coming due during such period with respect to the Series 2022 Bonds, (iii) the estimated total aggregate debt service payments coming due during such period with respect to other outstanding bonds of the College, and (iv) the estimated total aggregate debt service payments coming due during such period with respect to the Series 2022 Bonds and other outstanding bonds of the College.

Fiscal Year Ending June 30	Series 2022 Bonds		Total Debt Service on Series 2022 Bonds[2]	Total Debt Service on Other Outstanding Bonds[1]	Total Debt Service[2]
	Principal	Interest			
2022	-	$371,995	$371,995	$14,808,666	$15,180,662
2023	-	2,625,850	2,625,850	13,339,982	15,965,832
2024	-	2,625,850	2,625,850	13,324,025	15,949,875
2025	-	2,625,850	2,625,850	13,325,667	15,951,517
2026	-	2,625,850	2,625,850	13,312,778	15,938,628
2027	-	2,625,850	2,625,850	13,303,578	15,929,428
2028	-	2,625,850	2,625,850	13,290,014	15,915,864
2029	-	2,625,850	2,625,850	11,904,356	14,530,206
2030	-	2,625,850	2,625,850	11,771,875	14,397,725
2031	-	2,625,850	2,625,850	11,756,885	14,382,735
2032	-	2,625,850	2,625,850	11,741,054	14,366,904
2033	-	2,625,850	2,625,850	10,670,504	13,296,354
2034	-	2,625,850	2,625,850	10,668,014	13,293,864
2035	-	2,625,850	2,625,850	10,668,018	13,293,868
2036	-	2,625,850	2,625,850	9,623,211	12,249,061
2037	-	2,625,850	2,625,850	9,527,479	12,153,329
2038	-	2,625,850	2,625,850	9,527,710	12,153,560
2039	-	2,625,850	2,625,850	9,528,150	12,154,000
2040	-	2,625,850	2,625,850	8,454,400	11,080,250
2041	-	2,625,850	2,625,850	8,443,100	11,068,950
2042	-	2,625,850	2,625,850	8,431,350	11,057,200
2043	-	2,625,850	2,625,850	8,413,650	11,039,500
2044	-	2,625,850	2,625,850	8,399,000	11,024,850
2045	$430,000	2,608,650	3,038,650	7,551,250	10,589,900
2046	445,000	2,590,850	3,035,850	7,536,250	10,572,100
2047	5,895,000	2,355,050	8,250,050	2,359,750	10,609,800
2048	6,130,000	2,109,850	8,239,850	2,357,750	10,597,600
2049	6,370,000	1,855,050	8,225,050	2,355,000	10,580,050
2050	9,095,000	1,491,250	10,586,250	-	10,586,250
2051	9,460,000	1,018,250	10,478,250	-	10,478,250
2052	9,935,000	521,500	10,456,500	-	10,456,500
2053	10,430,000	-	10,430,000	-	10,430,000
Total	$58,190,000	$72,691,145	$130,881,145	$276,393,466	$407,274,612

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[1] Includes debt service on (a) the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2008-A (Marist College Civic Facility) (the "Series 2008-A Bonds"), (b) the Dutchess County Local Development Corporation Revenue Bonds, Series 2012A (Marist College Project) (the "Series 2012A Bonds") in fiscal year 2022 (the Series 2012A Bonds were repaid in full in fiscal year 2022), (c) the Dutchess County Local Development Corporation Revenue Bonds, Series 2013A (Marist College Project) (the "Series 2013A Bonds"), (d) the Dutchess County Local Development Corporation Revenue Bonds, Series 2013B-1, B-2 and B-3 (Marist College Project) (the "Series 2013B Bonds"), (e) the Dutchess County Local Development Revenue Bonds, Series 2015A (Marist College Project) (the "Series 2015A Bonds"), (f) the Dutchess County Local Development Corporation Revenue Bonds, Series 2016 (Marist College Project) (the "Series 2016 Bonds") and (g) the Dutchess County Local Development Corporation Revenue Bonds, Series 2018 (Marist College Project) (the "Series 2018 Bonds") and assumes an interest rate of 2.0% on the Series 2008-A Bonds and the swap rate of 3.42% plus bank credit spread on the Series 2013B Bonds and the Series 2016 Bonds. See APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE - Long-Term Outstanding Indebtedness" herein.

[2] Interest payable on July 1 is included in the prior Fiscal Year, while principal payable on July 1 is included in the current Fiscal Year.

[3] Totals may not add due to rounding.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS

The Series 2022 Bonds will be secured by (i) the Issuer's rights and remedies under the Loan Agreement (except with respect to the Unassigned Rights) and the Promissory Note, including the right to collect and receive loan payments required to be made thereunder and (ii) all other moneys and securities held from time to time by the Trustee for the Bondholders pursuant to the Indenture and all proceeds of the Series 2022 Bonds prior to the disbursement pursuant to the terms of the Indenture and the Loan Agreement, except moneys held in the Rebate Fund.

Loan Agreement

General

Under the Loan Agreement, the College will be absolutely and unconditionally obligated to make loan payments to the Trustee, as the assignee of the Issuer, sufficient to provide for the payment of the principal of, and interest and premium, if any, on the Series 2022 Bonds when due, and to provide for deposits to the Bond Fund, if required, at the times and in the amounts required by the Indenture and the Loan Agreement. The payment obligation of the College under the Loan Agreement is an unsecured general obligation of the College, payable on a parity with other unsecured obligations of the College. See APPENDIX C – "SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT."

Debt Service Coverage Ratio

Pursuant to the Loan Agreement, the College shall maintain at all times a Debt Service Coverage Ratio (as defined below) of at least 1.00:1.00 so long as any of the Series 2013A Bonds are outstanding, to be tested annually commencing with the Fiscal Year ending June 30, 2022 on the basis of the College's audited financial statements for the preceding Fiscal Year as required under the Loan Agreement. Notwithstanding anything in the Loan Agreement to the contrary, only a failure to satisfy the Debt Service Coverage Ratio for two (2) consecutive years shall constitute an Event of Default under the Loan Agreement. For purposes of the covenant, "Debt Service Coverage Ratio" means as of the date of calculation the ratio of (i) Operating Revenues Available for Debt Service to (ii) Annual Debt Service (both as defined below). **At such time as the Series 2013A Bonds are no longer outstanding, the Debt Service Coverage Ratio covenant in the Loan Agreement described above will be terminated and shall not be applicable to the Series 2022 Bonds.**

"Operating Revenues Available for Debt Service" means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources, minus total unrestricted operating expenses, excluding depreciation, amortization, and interest expenses as displayed or included in the College's audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains or losses resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any non-cash adjustment for changes in accounting estimates, change in GAAP, or other non-cash adjustments made in accordance with GAAP, (iv) extraordinary items, (v) any realized gains or losses on the sale of investments or interest exchange agreements, and (vi) any unrealized gains/appreciation or losses/depreciation on the carrying value of investments or interest exchange agreements.

"Annual Debt Service" means the actual sum of the principal and sinking fund payments of and interest on outstanding long-term debt payable during a fiscal year provided that (a) with respect any debt that bears a variable rate of interest the debt service shall include any credit enhancement costs and (b) with respect to any long-term debt subject to an interest rate exchange agreement, the debt service shall include the net payments made to or received from the counterparty. With respect to principal and sinking fund payments paid in any fiscal year on outstanding balloon long-term debt (25% or more of the original principal amount thereof matures, or is required to be purchased by the College, either automatically or at the option of the holder of such balloon indebtedness, or otherwise come due in any one year), such debt shall be assumed to be issued on a level debt service basis with a term equaling the original term of the debt.

The following table sets forth the Debt Service Coverage Ratio of the College as measured for its five most recent fiscal years ending June 30:

	2017	2018	2019	2020	2021
Operating Revenue	$201,742,705	$213,178,054	$224,565,322	$215,257,361	$205,409,559
Operating Expenses Less Depreciation, Amortization and Interest	162,982,342	172,302,812	177,891,824	171,136,957	156,213,598
Net Operating Income	$38,760,363	$40,875,242	$46,673,498	$44,120,404	$49,195,961
Total Debt Service	$9,509,813	$10,601,336	$13,111,680	$14,538,832	$14,990,303
Debt Service Coverage	4.08	3.86	3.56	3.03	3.28

Additional Indebtedness

Pursuant to the Loan Agreement, the College may issue additional long-term Indebtedness or request the Issuer to issue one or more series of Additional Bonds under the Indenture, provided that (i) all terms and conditions for the incurrence of such additional Indebtedness or Additional Bonds required under the Indenture have been satisfied, (ii) for so long as the Series 2013A Bonds are outstanding, Maximum Annual Debt Service (as defined below) on all outstanding and proposed long-term debt is less than ten percent (10%) of the College's Unrestricted Operating Revenues (as defined below) as stated in the most recently available audited College's financial statements and (iii) for so long as the Series 2013A Bonds are outstanding, the College maintains a Debt Service Coverage Ratio of 1.0 on a pro-forma basis, including the proposed long-term Indebtedness. **At such time as the Series 2013A Bonds are no longer outstanding, the conditions set forth above with respect to the issuance of additional Indebtedness or Additional Bonds under the Indenture will be terminated and thereafter shall not be applicable to the Series 2022 Bonds and any Additional Bonds under the Indenture.**

"Maximum Annual Debt Service" means on any date, the greatest amount required in the then current or future fiscal year of Annual Debt Service.

"Unrestricted Operating Revenues" means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources as displayed or included in the College's audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii), any realized gains on the sale of investments or interest exchange agreements and (iv) any unrealized gains/appreciation on the carrying value of investments or interest exchange agreement.

THE ISSUER

Purpose and Powers

The Issuer is a not-for-profit local development corporation having an office for the transaction of business located at 3 Neptune Road, Poughkeepsie, New York 12601. The Issuer was formed pursuant to the Act for the purpose of undertaking projects and activities within the County for the purposes of promoting community and economic development and the creation of jobs in the non-profit sector for the citizens of the County by developing and providing programs for non-for-profit institutions to access low interest tax-exempt and non-tax-exempt financing for their eligible projects, relieving and reducing unemployment, bettering and maintaining job opportunities, carrying on scientific research for the purpose of aiding the County by attracting new industry to the County or by encouraging the development of, or retention of, an industry in the County and lessening the burdens of government and acting in the public interest.

Under the Act, the Issuer has the power to acquire, hold and dispose of personal property for its corporate purposes; to acquire, use for its corporate purposes and dispose of real property within the corporate limits of the County; to appoint officers, agents and employees; to make contracts and leases; to acquire, construct, reconstruct, lease, improve, maintain, equip or furnish one or more projects; to borrow money and issue bonds and to provide for the rights of the holders thereof; to grant options to renew any lease with respect to any project and to grant options to buy any project at such price as the Issuer may deem desirable; to designate depositories of its moneys; and to do all things necessary or convenient to carry out its purposes and exercise the powers given in the Act.

Limited Recourse on Series 2022 Bonds and the Issuer

THE SERIES 2022 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE PAYMENTS MADE UNDER THE LOAN AGREEMENT AND FROM THE MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE. NEITHER THE ISSUER NOR ITS MEMBERS OR OFFICERS ARE PERSONALLY LIABLE WITH RESPECT TO THE SERIES 2022 BONDS. ACCORDINGLY, NO FINANCIAL INFORMATION WITH RESPECT TO THE ISSUER OR ITS MEMBERS OR OFFICERS HAS BEEN INCLUDED IN THIS OFFICIAL STATEMENT.

THE SERIES 2022 BONDS SHALL NOT BE A DEBT OF THE STATE OR THE COUNTY, AND NEITHER THE STATE NOR THE COUNTY SHALL BE LIABLE THEREON. THE ISSUER HAS NO TAXING POWER.

Except for the information contained herein under the caption "THE ISSUER" and "LITIGATION" insofar as it relates to the Issuer, the Issuer has not provided any of the information contained in this Official Statement. The Issuer is not responsible for and does not certify as to the accuracy or sufficiency of the disclosures made herein or any other information provided by the College, the Underwriter or any other person.

THE COLLEGE

The College is a New York education corporation and an organization described under Section 501(c)(3) of the Code. The College has the sole responsibility for paying the debt service payments to become due on the Series 2022 Bonds. Certain information, including financial information, concerning the College is included in Appendices A and B hereto.

THE PROJECT

The Project consists of (a) (1) the renovation, furnishing and equipping of the approximately 54,300 square foot Dyson Center building (the "Dyson Center") located on the main campus of the College located at 3399 North Road, Poughkeepsie, New York (the "Campus") on the west side of Route 9 which houses administrative and instructional space, the School of Management and the School of Social and Behavioral Sciences; and (2) the construction, installation, furnishing and equipping of an approximately 56,000 square foot addition to the Dyson Center; (b) the renovation, installation, furnishing, equipping and improving of other College facilities (all located on the Campus) needed to accommodate the construction projects described in paragraph (b) above, including but not limited to relocation of utilities, landscaping, parking areas, and access ways located on the Campus; (c) general Campus construction, renovation, equipment purchases, and improvements, including but not limited to site work and relocation costs relating thereto; and (d) the payment of all or a portion of the costs incidental to the issuance of the Series 2022 Bonds. For additional information regarding the construction and renovation of the Dyson Center, see APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE – THE DYSON CENTER PROJECT."

SOURCES AND USES OF FUNDS

The sources and uses of funds are expected to be used as follows:

Estimated Sources of Funds

Par Amount of Series 2022 Bonds	$58,190,000
Plus Net Original Issue Premium	1,601,579
Total Sources of Funds	$59,791,579

Estimated Uses of Funds

Deposit to Project Fund	$59,017,008
Costs of Issuance[1]	774,571
Total Uses of Funds	$59,791,579

[1] Estimated amount to provide for Underwriter's discount, legal fees, Trustee fees, Issuer fees, financial advisors' fees, printing fees and associated bond issuance costs related to the Series 2022 Bonds.

BONDHOLDERS' RISKS

The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2022 Bonds. Such discussion is not and is not intended to be exhaustive, should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2022 Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described in this Official Statement. Purchasers of the Series 2022 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks or other financial institutions or certain recipients of Social Security benefits, are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Series 2022 Bonds. See "TAX MATTERS" herein.

General

The Series 2022 Bonds are payable from payments to be made by the College under the Loan Agreement. The ability of the College to comply with its obligations under the Loan Agreement depends primarily upon the ability of the College to continue to attract sufficient tuition-paying students to its educational programs, to obtain sufficient revenues from related activities and to maintain sufficient creditworthiness. The College expects that revenues derived from its ongoing operations, together with other available resources, will at all times be sufficient to make the required payments on the Loan Agreement and the College will covenant in the Loan Agreement to make all such payments when due. There are certain risks, however, which might prevent the College from obtaining sufficient revenues from tuition and other sources to meet all of its obligations, including its obligations under the Loan Agreement. Purchasers of the Series 2022 Bonds should bear in mind that the occurrence of any number of events could adversely affect the ability of the College to generate such revenues. Future economic, demographic and other conditions, including the demand for educational services, the ability of the College to provide the services required by students, economic developments in the County of Dutchess, New York area and competition from other educational institutions, together with changes in costs, including but not limited to increased costs resulting from severe weather events and the impact of climate change on College facilities and operations, cost of compliance with laws and regulations, and increased costs of energy, materials and other supplies, may adversely affect revenues and expenses and, consequently, the ability of the College to provide for payments. The future financial condition of the College could also be adversely affected by, among other things, legislation and regulatory actions, and a number of other conditions which are unpredictable.

Risks of Early Payment

The Series 2022 Bonds may be required to be paid prior to maturity upon mandatory or optional redemption (as described under "THE SERIES 2022 BONDS" herein) and upon an acceleration following the occurrence of certain Events of Default under the Indenture and the Loan Agreement. If the Series 2022 Bonds become due upon an acceleration, interest on the Series 2022 Bonds shall cease to accrue on the date of the accelerated payment and no premium would be payable.

No Debt Service Reserve Fund

The payment of principal of, redemption price of and interest on the Series 2022 Bonds will not be secured by a debt service reserve fund.

No Collateral

The Series 2022 Bonds are payable solely from amounts payable by the College under the Loan Agreement, the Promissory Note and all other moneys and securities held from time to time by the Trustee for the Bondholders pursuant to the Indenture and all proceeds of the Series 2022 Bonds prior to the disbursement pursuant to the terms of the Indenture and the Loan Agreement, except moneys held in the Rebate Fund. No mortgage lien on or security interest in any property of the College has been granted to secure payment of the Series 2022 Bonds.

Financial Assistance

The amount of available financial assistance is a significant factor in the decision of many students to attend a particular college or university. Approximately 82% of the College's undergraduate students receive need-based aid in the form of grants, loans or campus employment. In addition to scholarships provided by the College, students secure grant and loan support from a variety of other sources, including the State and the Federal governments, and the level of financial assistance is directly affected by funding levels of federal, state and other financial aid programs, such as institutionally funded aid to students by the College. Any significant reduction in the level of financial assistance offered to prospective students could reduce the number of students enrolling at the College.

Investment Income

The College's endowment and other investible funds are professionally managed by outside asset management firms. Committees of the Board of Trustees periodically review the asset allocation of the investment pool in the context of the primary financial objective to provide funds for the current and future operations of the College, including its programs and affiliates. An equally important objective is the financial goal of preserving and enhancing the endowment and other investible fund's inflation-adjusted purchasing power, while providing a relatively predictable, stable and continuous stream of income. Although the unrestricted portion of the College's endowment and other investible funds and the payout therefrom are available for debt service payments on the Series 2022 Bonds, no assurance can be given that unforeseen developments in the securities markets will not have an adverse effect on the market value of those investments and the income generated therefrom.

Fund Raising

The College has raised funds to finance its operations and capital development programs from a variety of benefactors. Although it plans to continue those efforts in the future, there can be no assurance that those efforts will be successful. Such efforts may be adversely affected by a number of factors, including general economic conditions and tax law changes affecting the deductibility of charitable contributions.

Risks as Employer

The College is a major employer, combining a complex mix of tenured and untenured full-time faculty, part-time faculty, technical and clerical support staff, maintenance and other types of workers in a single operation. As with all large employers, the College bears a wide variety of risks in connection with its employees. These risks include strikes and other related work actions, contract disputes, discrimination claims, personal tort actions, work-related injuries, exposure to hazardous materials, interpersonal torts (such as between employees or between employees and students) and other risks that may flow from the relationships between employer and employee or between students and employees.

Certain of these risks are not covered by insurance, and certain of them cannot be anticipated or prevented in advance.

Risks Related to Construction of the Project

The Project is subject to the risk of delays due to a variety of factors including, among others, delays in obtaining the necessary permits, licenses and other governmental approvals, site difficulties, labor disputes, increased costs of materials, supply chain issues, delays in delivery and shortage of materials, weather conditions, fire and other casualties and default by the College, contractors or subcontractors. If completion of the Project is delayed beyond the estimated construction period, receipt of revenues projected from the operations of the Project will be delayed.

Management of the College believes that the proceeds of the Series 2022 Bonds, together with other funds of the College, will be sufficient to finance the costs of the Project. The cost of the Project may be increased, however, if there are change orders. Further, the cost of construction of the Project may be affected by other factors beyond the control of the College, including, but not limited to, labor disputes, increased costs of materials, supply chain issues, delays in delivery and shortage of materials, site difficulties, adverse weather conditions, contractor defaults, fire and casualty and unknown contingencies.

Changes in Law

Changes in law may impose new or added financial or other burdens on the operations of the College. Developments may include: (i) legislative or regulatory requirements for maintaining status as an organization exempt from taxation as described in Section 501(c)(3) of the Code; or (ii) challenges to State and local exemptions from real property tax and other taxes. It is not possible to predict the scope or effect of future legislative or regulatory actions with respect to taxation of not-for-profit corporations. There can be no assurance that future changes in the laws and regulations will not materially adversely affect the operations and financial condition of the College by requiring it to pay income or real property taxes (or other *ad valorem* taxes).

Event of Taxability

If the College does not comply with certain covenants set forth in the Loan Agreement or if certain representations or warranties made by the College in the Loan Agreement or in certain certificates of the College are false or misleading, the interest paid or payable on the Series 2022 Bonds may become subject to inclusion in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds, regardless of the date on which such noncompliance or misrepresentation is ascertained. In the event that the interest on the Series 2022 Bonds becomes subject to inclusion in gross income for federal income tax purposes, the Indenture does not provide for payment of any additional interest on the Series 2022 Bonds, the redemption of the Series 2022 Bonds or the acceleration of the payment of principal on the Series 2022 Bonds.

Maintenance of 501(c)(3) Status

The federal tax-exempt status of the Series 2022 Bonds presently depends upon maintenance by the College of its status as an organization described in Section 501(c)(3) of the Code. The College qualifies as a tax-exempt organization described in Section 501(c)(3) of the Code. To maintain such status, the College must conduct its operations in a manner consistent with representations previously made to the IRS and with current and future IRS regulations and rulings.

Compliance with current and future regulations and rulings of the IRS could adversely affect the ability of the College to charge and collect revenues, finance or refinance indebtedness on a tax-exempt basis or otherwise generate revenues necessary to provide for payment of the Series 2022 Bonds. Although the College has covenanted to maintain its status as a tax-exempt organization, loss of tax-exempt status would likely have a significant adverse effect on such organization and its operations and could result in the includability of interest on the Series 2022 Bonds in gross income for federal income tax purposes retroactive to their date of issue. See "TAX MATTERS" herein.

The tax-exempt status of nonprofit corporations, and the exclusion of income earned by them from taxation, has been the subject of review by various federal, state and local legislative, regulatory and judicial bodies. This review has included proposals to broaden and strengthen existing federal tax law with respect to unrelated business income of nonprofit corporations.

There can be, however, no assurance that future changes in the laws and regulations of the federal, state or local governments will not materially and adversely affect the operations and revenues of the College by requiring it to pay income, real estate or other taxes.

The status of the College as an organization described under Section 501(c)(3) of the Code is one of the bases for the exemption afforded the Series 2022 Bonds from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). Should the College lose its status under Section 501(c)(3) of the Code, the holder of the Series 2022 Bonds could be precluded from selling the Series 2022 Bonds absent the application of a separate exemption from the registration requirements of the Securities Act.

Tax Matters

See "TAX MATTERS" herein for additional tax-related risks with respect to the Series 2022 Bonds.

Tax Audits

Taxing authorities have recently been conducting tax audits on non-profit organizations to confirm that such organizations are in compliance with applicable tax rules and in some instances have collected significant payments as part of the settlement process. The College is not currently under audit.

Additional Indebtedness

The College may issue, incur or assume additional indebtedness without limitation, subject to compliance with the conditions contained in the Loan Agreement. Such indebtedness may be in the form of Additional Bonds issued under the Indenture secured on a parity with the Series 2022 Bonds. At such time as the Series 2013A Bonds are no longer outstanding, the Loan Agreement will not restrict the ability of the College to incur additional indebtedness. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2022 BONDS – Loan Agreement – Additional Indebtedness" and APPENDIX C – "SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT."

Certain Matters Relating to Enforceability of the Loan Agreement

The remedies available to Series 2022 Bondholders upon an Event of Default under the Indenture or the Loan Agreement are in many respects dependent upon judicial action which is subject to discretion or delay. Under existing law and judicial decisions, including specifically the Bankruptcy Code, the remedies specified in the Indenture and the Loan Agreement may not be readily available or may be limited. A court may decide not to order specific performance.

The various legal opinions to be delivered concurrently with the original delivery of the Series 2022 Bonds will be qualified as to enforceability of the various legal instruments by, among other things, limitations imposed by bankruptcy, reorganization, insolvency or other similar laws or legal or equitable principles affecting creditors' rights. In addition, the obligation of the College to make payments on the Loan Agreement will be limited as the obligations of debtors typically are affected by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws or by equitable principles affecting the enforcement of creditors' rights. The College may file for the reduction or elimination of its debts in a proceeding under the federal Bankruptcy Code, which could include provisions modifying, eliminating or altering the rights of creditors generally, or any class of them, secured or unsecured. If the College should file a plan of reorganization ("Plan"), when confirmed by the court, such Plan binds all creditors who had notice or knowledge of the Plan and discharges all claims against the debtor provided for in the Plan. No Plan may be confirmed unless certain conditions are met, among which are that the Plan is in the best interests of creditors, is feasible and has been accepted by each class of claims impaired thereunder. Each class of claims has accepted the Plan if at least two-thirds in dollar amount and more than one-half in number of the allowed claims of the class that are voted with respect to the Plan are cast in its favor. Even if the Plan is not so accepted, it may be confirmed if the court finds that the Plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly.

In addition, there exists common law authority and authority under State statutes for the ability of the State courts to terminate the existence of a not-for-profit corporation or undertake supervision of its affairs on various grounds, including a finding that such corporation has insufficient assets to carry out its stated charitable purposes or has taken some action which renders it unable to carry out such purposes. Such court action may arise on the court's own motion or pursuant to a petition of the State Attorney General or such other persons who have interests different from those of the general public, pursuant to the common law and statutory power to enforce charitable trusts and to see to the application of their funds to their intended charitable uses.

Secondary Market for the Series 2022 Bonds

There can be no assurance that there will be a secondary market for purchase or sale of the Series 2022 Bonds. From time to time there may be no market for the Series 2022 Bonds depending upon prevailing market conditions, including the financial condition or market position of firms who may make the secondary market, the evaluation of the College's capabilities and the financial condition and results of operations of the College.

Hedging Transaction

As described above under "DEBT SERVICE REQUIREMENTS" and in APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE – Long-Term Outstanding Indebtedness," the College entered into an interest rate swap agreement with respect to the Series 2013B Bonds and Series 2016 Bonds (the "Swap Agreement"). Under certain circumstances, the Swap Agreement could terminate prior to its stated termination date. Therefore, there can be no assurance that the Swap Agreement will remain in place for the term of the Series 2022 Bonds.

Additionally, the College may from time to time enter into other hedging arrangements to hedge the interest payable or manage interest cost on certain of its indebtedness, assets, or other derivative arrangements. Changes in the market value of such agreements could have a negative impact on the

College's operating results and financial condition, and such impact could be material. The Swap Agreement is, and any future hedging agreement may be, subject to early termination upon the occurrence of certain events. If either the College or the counterparty terminates the Swap Agreement or any hedge agreement entered into in the future when such agreement has a negative value to the College, the College could be obligated to make a substantial termination payment, which could materially adversely affect the financial condition of the College.

COVID-19

The global outbreak of the coronavirus COVID-19 ("COVID-19") and measures taken by federal, state and local governments, as well as private organizations, intended to mitigate the spread of COVID-19 have altered the behavior of individuals and businesses and have caused and are expected to continue to cause disruptions in global, national, and local economies, as well as global financial markets. Such measures and the responses to them have had an effect on the operations of the College. For a description of certain of the impacts of the COVID-19 pandemic on the College, see APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE – IMPACT OF COVID-19 PANDEMIC."

Competition

The College could face additional competition in the future from both private and public educational institutions that offer comparable services and programs to the population which the College presently serves. This could include the establishment of new programs and the construction, renovation or expansion of competing educational institutions, as well as tuition discounting programs of competing educational institutions or governmental or other programs which provide free or reduced tuition to attend public educational institutions.

Cybersecurity

Computer networks and data transmission and collection are vital to the efficient operation of the College. Despite the implementation of network security measures by the College, its information technology and infrastructure may be vulnerable to deliberate attacks by hackers, malware, ransomware, or computer viruses, or may otherwise be breached due to employee error, malfeasance, or other disruptions. Any such breach could compromise networks, and the information stored thereon could be disrupted, accessed, publicly disclosed, lost or stolen. Although the College does not believe that its information technology systems are at a materially greater risk of cybersecurity attacks than other similarly-situated entities, any such disruption, access, disclosure, or other loss of information could result in reputational damage to the College and may have a material adverse effect on the College's operations and financial condition. Further, as cybersecurity threats continue to evolve, the College may be required to expend significant additional resources to continue to modify and strengthen security measures, investigate, and remediate any vulnerabilities, or invest in new technology designed to mitigate security risks. The College maintains cyber insurance. See APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE – CYBERSECURITY."

Other Factors

Additional factors may affect future operations of the College to an extent that cannot be determined at this time. These factors include, among others, the following:

(i) Employee strikes and other adverse labor actions that could result in a substantial reduction in revenues without corresponding decreases in costs.

(ii) Increased costs and decreased availability of public liability insurance.

(iii) Changes in the demand for higher education in general or for programs offered by the College in particular.

(iv) Cost and availability of energy.

(v) High interest rates, which could prevent borrowing for needed capital expenditures.

(vi) A decrease in student loan funds or other aid that permits many students the opportunity to pursue higher education.

(vii) An increase in the costs of health care benefits, retirement plan, or other benefit packages offered by the College to its employees and retirees.

(viii) A significant decrease in the value of the College's investments caused by market or other external factors, or changes in the unrestricted portion of the College's long-term investments.

(ix) Claims presently unknown to the College.

(x) Withdrawal of any current exemptions from local real estate taxes, business privilege taxes and similar impositions.

(xi) Reduced future College revenues as a result of a need to increase tuition discounting to attract students.

(xii) Poor financial operating performance by the College in the future and future deficits as a result of increased future expenses.

(xiii) Reduced ability to attract future annual operating contributions or capital campaign contributions due to factors including general economic conditions or tax law changes affecting the deductibility of charitable contributions, that may limit future projects or the ability to address deferred maintenance and/or the support of expenses related to faculty salaries, tuition discounting or additional programs.

(xiv) Reduced availability of qualified faculty to teach the programs offered by the College.

(xv) An inability to retain students, resulting in enrollment losses and reduced revenues.

(xvi) A downgrade in the College's bond rating or rating outlook to a level which prevents the College from being able to borrow at affordable rates in the future.

CONTINUING DISCLOSURE OBLIGATIONS

The Issuer has determined that no financial or operating data concerning the Issuer is material to any decision to purchase, hold or sell the Series 2022 Bonds and the Issuer will not provide any such information. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the U.S. Securities and Exchange Commission (the "SEC"), the College has undertaken all responsibilities for any continuing disclosure to Bondholders as provided below, and the Issuer shall have no liability with respect to such disclosures.

The College has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the College (the "Operating Data") and audited financial statements of the College (the "Audited Financial Statements") by not later than one hundred fifty (150) days after the close of its fiscal year in each year commencing June 30, 2022 (collectively, the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed with the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board ("MSRB") or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. The specific nature of the information to be contained in the Annual Report or the notices of material events, and the circumstances under which changes to this continued disclosure undertaking may be made, are contained in the Continuing Disclosure Agreement. This undertaking has been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5). The form of the Continuing Disclosure Agreement is attached to this Official Statement as APPENDIX D – "FORM OF CONTINUING DISCLOSURE AGREEMENT."

The College is a party to a Continuing Disclosure Agreement dated March 1, 2013 (the "Series 2013A Continuing Disclosure Agreement") with respect to the Series 2013A Bonds, a Continuing Disclosure Agreement dated March 1, 2015 (the "Series 2015A Continuing Disclosure Agreement") with respect to the Series 2015A Bonds and a Continuing Disclosure Agreement dated October 1, 2018 (the "Series 2018 Continuing Disclosure Agreement") with respect to the Series 2018 Bonds. Pursuant to the Series 2013A Continuing Disclosure Agreement, the Series 2015A Continuing Disclosure Agreement and the Series 2018 Continuing Disclosure Agreement, the College is required to annually provide the Operating Data and Audited Financial Statements to EMMA.

Historical Compliance

Except as otherwise set forth below, the College has materially complied with its continuing disclosure obligations for each of the prior five years.

For the fiscal year ending June 30, 2017, the College filed its annual financial and operating data three days late.

Requests for information in connection with this undertaking should be directed to Marist College, 3399 North Road, Poughkeepsie, New York 12601, Attention: Vice President for Business Affairs/Chief Financial Officer (Telephone: (845) 575-3161).

TAX MATTERS

Federal Income Taxes

The Code imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2022 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2022 Bonds. Pursuant to the Indenture, the Loan Agreement and the Tax Regulatory Agreement, by and between the Issuer and the College (the "Tax Certificate"), the Issuer and the College have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2022 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Issuer and the College have made certain representations and certifications in the Indenture, the Loan Agreement and the Tax Certificate. Bond Counsel will also rely on the opinion of Bond, Schoeneck & King, PLLC, as to all matters concerning (a) the status of the College as an organization described in Section 501(c)(3) of the Code and exempt from federal income tax under Section 501(a) of the Code, and (b) that the intended use of the facilities financed or refinanced with proceeds of Series 2022 Bonds will be in furtherance of the College's exempt purposes under Section 501(c)(3) of the Code. Bond Counsel will not independently verify the accuracy of those representations and certifications or that opinion.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the Issuer and the College described above, interest on the Series 2022 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

State Taxes

Bond Counsel is also of the opinion that, under existing law, interest on the Series 2022 Bonds is exempt from personal income taxation imposed by the State of New York or any political subdivision of the State of New York, including The City of New York, assuming compliance with tax covenants and the accuracy of the representations and certifications described under the heading "Federal Income Taxes" above. Bond Counsel expresses no opinion as to other State of New York or local tax consequences arising with respect to the Series 2022 Bonds nor as to the taxability of the Series 2022 Bonds or the income therefrom under the laws of any state other than the State of New York.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Series 2022 Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Series 2022 Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a "Discount Bond" and collectively the "Discount Bonds") constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2022 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

Series 2022 Bonds sold at prices in excess of their principal amounts are "Premium Bonds". An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which offsets the amount of tax-exempt interest and is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Series 2022 Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the Series 2022 Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2022 Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2022 Bonds is subject to information reporting to the Internal Revenue Service (the "IRS") in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2022 Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinion attached as Appendix E. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2022 Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2022 Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2022 Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2022 Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2022 Bonds may occur. Prospective purchasers of the Series 2022 Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2022 Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2022 Bonds may affect the tax status of interest on the Series 2022 Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Series 2022 Bonds, or the interest thereon, if any action is taken with respect to the Series 2022 Bonds or the proceeds thereof upon the advice or approval of other counsel.

FINANCIAL ADVISORS

Excelsior Capital Advisory Services LLC and PFM Financial Advisors LLC are serving as co-financial advisors to the College (collectively, the "Financial Advisors") in connection with the issuance of the Series 2022 Bonds. The Financial Advisors are not obligated to undertake an independent verification of, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement and the appendices hereto.

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The consolidated financial statements for the College and affiliates as of and for the years ended June 30, 2020 and 2021, set forth in Appendix B of this Official Statement, have been audited by Grant Thornton LLP, independent certified public accountants, as set forth in their report thereon appearing in Appendix B of this Official Statement.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and Fitch Ratings ("Fitch") have assigned ratings of "A2" with a stable outlook and "A+" with a positive outlook, respectively, to the Series 2022 Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from Moody's 7 World Trade Center, 250 Greenwich Street, 23rd Floor, New York, New York 10007 and from Fitch at Hearst Tower, 300 W. 57th Street, New York, New York 10019. There is no assurance that such ratings will prevail for any given period of time or that they will not be revised downward or withdrawn entirely by any or all of such rating agencies if, in the judgment of any or all of them, circumstances so warrant. Any such downward revision or withdrawal of such rating or ratings may have an adverse effect on the market price of the Series 2022 Bonds.

LITIGATION

The Issuer

The Issuer knows of no pending or threatened litigation questioning or affecting the validity of the Series 2022 Bonds or the proceedings or authority under which the Series 2022 Bonds were issued. Neither the creation, organization or existence of the Issuer nor the title of any of the present members or other officers of the Issuer to their respective offices is being contested to the knowledge of the Issuer. The Issuer knows of no litigation pending or threatened which in any manner questions the right of the Issuer to execute and deliver the Indenture or the Loan Agreement.

The College

There is not now pending nor, to the knowledge of the College, threatened any litigation restraining or enjoining the execution or delivery of the Financing Documents to which the College is a party or questioning or affecting the validity of such documents or the proceedings or authority under which such documents were authorized or delivered. Neither the creation, organization or existence of the College nor the title of any of the present members or other officers of the College to their respective offices is being contested. There is no litigation pending or, to its knowledge, threatened which in any manner questions the right of the College to enter into the Financing Documents to which the College is a party or which would have a material adverse effect on the ability of the College to meet its obligations under the Loan Agreement.

LEGAL MATTERS

All legal matters incident to the authorization and validity of the Series 2022 Bonds are subject to the approval of Nixon Peabody LLP, Bond Counsel, whose approving opinion will be delivered with the Series 2022 Bonds. Certain legal matters will be passed upon for the Issuer by Cappillino, Rothschild & Egan LLP, Pawling, New York. Certain legal matters will be passed upon for the College by Bond, Schoeneck & King, PLLC, Syracuse, New York. Certain legal matters will be passed upon for the Underwriter by Orrick, Herrington & Sutcliffe LLP, New York, New York.

UNDERWRITING

The Underwriter has agreed, subject to certain conditions, to purchase the Series 2022 Bonds from the Issuer at an aggregate purchase price of $59,611,511.97 (consisting of the principal amount of the Series 2022 Bonds plus net original issue premium of $1,601,578.60 less underwriter's discount of $180,066.63), and to make a public offering of the Series 2022 Bonds at prices that are not in excess of the public offering prices stated on the inside cover page of this Official Statement. The obligations of the Underwriter are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all such Series 2022 Bonds if any are purchased. The Series 2022 Bonds may be offered and sold to certain dealers (including the Underwriter) at prices lower than such public offering prices or yields higher than such public offering yields, and such public offering prices or yields may be changed from time to time by the Underwriter.

MISCELLANEOUS

So far as any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact, and no representation is made that any of such opinions or estimates will be realized. Neither this Official Statement nor any statement which may have been made orally or in writing with regard to the Series 2022 Bonds is to be construed as a contract with the holders of the Series 2022 Bonds.

The Issuer and the College have authorized the execution and distribution of this Official Statement.

DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

By: /s/ Sarah Lee
Sarah Lee
Chief Executive Officer

MARIST COLLEGE

By: /s/ Elizabeth C. Veasey
Elizabeth C. Veasey
Vice President for Business Affairs/
Chief Financial Officer

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APPENDIX A

CERTAIN INFORMATION CONCERNING THE COLLEGE

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APPENDIX A

CERTAIN INFORMATION CONCERNING THE COLLEGE

INTRODUCTION

Marist College ("Marist" or the "College") is a comprehensive, independent institution grounded in the liberal arts. Its mission is to "help students develop the intellect, character, and skills required for enlightened, ethical, and productive lives in the global community of the 21st century." Founded in 1929 by the Marist Brothers, Marist is now non-sectarian in character, but remains guided by the Brothers' timeless ideals: excellence in education, a sense of community, and a commitment to service. Marist's main campus is located in Poughkeepsie, New York.

Marist educates more than 5,000 traditional-age undergraduate students and 1,600 adult and graduate students in 47 undergraduate majors, 15 graduate programs, and numerous graduate degree and certificate programs. The College is regularly recognized for excellence in annual rankings conducted by *The Princeton Review*, *U.S. News & World Report*, *Kiplinger's Personal Finance*, *Money Magazine*, and others. Marist's strong educational foundation produces results for students; more than 96% of Marist graduates report being employed or attending graduate school within 6 months of graduation.

Over the past three decades, the College has expanded its physical plant, broadened its course offerings, and has become more selective in its admissions process. More than 11,500 applications were received for the 1,272 seats in the graduating Class of 2025. Marist students hail from nearly 70 countries and almost every state in the U.S. More than 38,000 alumni and alumnae call the College their alma mater, with seventy percent of those alumni/ae having graduated since 1990.

Students participate in more than 80 clubs and organizations, 21 intercollegiate (Metro Atlantic Athletic Conference) varsity sports (11 women's, 10 men's), 11 club sports and an extensive intramural program. Campus life encompasses a wide range of activities for various student interests and talents. The student-administered Student Programming Council annually presents a full schedule of lectures, concerts, films and social activities. The Resident Student Council serves in an advisory capacity to the Director of Housing and Residential Life. The Student Government Association represents the student body and students engage in many clubs and activities, ranging from drama, music and publications to volunteer programs and both club and intramural athletics.

The Marist College Institute for Public Opinion (the "Institute"), home of the Marist Poll, is a survey research center founded in 1978. The Marist Poll regularly measures public opinion at the local, state, and national level, and is recognized worldwide by journalists and academics. The Institute was the first college-based research center to include undergraduates in conducting survey research, and the Marist Poll is proud to involve more than 400 students on its team each semester.

Marist's branch campus is located in the Tuscan city of Florence, Italy. Academic programs in Italy are offered in partnership with Istituto Lorenzo de' Medici. Marist offers the only four-year U.S. Bachelor's degree program in Florence and also offers a Masters of Arts in Museum Studies, as well as offering study abroad opportunities for students enrolled at the Poughkeepsie campus.

2018-2023 STRATEGIC PLAN

In January 2018, the College announced its "Strategic Plan 2018-2023: Student Success, Innovation, and the Social Good" (the "Plan"). The Plan was developed during a year-long process with members of the Marist community, including students, faculty, staff, alumni and trustees. Although progress toward completion of the Plan was disrupted by the COVID-19 pandemic, the College advanced many of the goals outlined for student academic and co-curricular experiences, developing new degree pathways, and increasing diversity among students, faculty and staff.

Under new Presidential leadership with Dr. Kevin Weinman, who joined the College in October 2021, the College expects to embark on a new phase of strategic planning and development over the next several years.

MEMBERSHIPS AND APPROVALS

The College is chartered by the New York State Education Department and accredited by the Middle States Commission on Higher Education. The College is also approved by the United States Department of Justice for the training of foreign students and is approved by the New York State Education Department for the training of veterans. The College holds membership in the New York State unit of the American Association of Colleges for Teacher Education.

The College is certified by the U.S. Department of Education to offer the following programs: Pell Grants, Supplemental Economic Opportunity Grants, Direct Federal Loans, Federally Insured Loans, Supplemental Loans for Students, TEACH Grants, and Federal Work Study. The College is annually funded by the U.S. Department of Education to offer an Upward Bound program and Special Services Program to assist the disabled. The Higher Education Opportunity Program and Liberty Partnership Program are sponsored at the College by the New York State Education Department.

The College holds memberships in the American Council on Education, the Association of American Colleges & Universities, the Association of Colleges and Universities of the State of New York, the Commission on Independent Colleges and Universities, the Council of Independent Colleges, the National Association of Independent Colleges and Universities, the National Association of College and University Business Officers, the Association of Governing Boards, the Council for Higher Education Accreditation, the American Association of University Women, the American Association of Colleges for Teacher Education, the Middle Atlantic Association of Colleges of Business Administration, the Middle States Association of College Registrars and Officers of Admissions, the Council for the Advancement and Support of Education, the Business Council of New York State, and Campus Compact of New York and Pennsylvania.

GOVERNANCE

The College's Board of Trustees (the "Board") consists of not less than five and not more than thirty-five elected members. A Board member is elected for a term of three years and may be re-elected for additional terms. The current Alumni Executive Board President is an ex officio voting member of the Board and the President of the College is an ex officio non-voting member of the Board. In addition, the Board may designate as a Life Trustee any person who has served as a Board member and who has evidenced dedication to the affairs of the College. There are currently five Life Trustees, who have all of the privileges (except the right to vote), but none of the obligations of membership.

The full Board meets at least three times per year, with one of those meetings designated as the annual meeting. In addition, special meetings may be held at the call of the Chair, the President, or on the written request of three Trustees. The Chair of the Board presides at all Board meetings, serves as the Chair of the Executive Committee, and also serves as an ex officio member of all other standing committees of the Board.

The Board's bylaws establish a minimum of five standing committees: Executive, Governance, Finance, Academic Affairs, and Audit. In addition, the Board has established additional standing committees to discharge its responsibilities. These standing committees currently include: Buildings and

Grounds, College Advancement, Student Life, Admissions and Enrollment, and Technology. Each standing committee has a written charter approved by the Board, which outlines the committee's authority, membership, operations, responsibilities, and its staff liaison. The Board Chair is also authorized to appoint ad hoc committees, and does so on occasion; it currently has one ad hoc committee: the Diversity and Inclusion Committee.

The Board is composed of the following members:

ADMINISTRATION

The principal administrative officers of the College most directly involved with the operations of the College are as follows:

Kevin Weinman., President

Dr. Kevin C. Weinman was appointed the fifth President of Marist College in July 2021. Dr. Weinman came to Marist from Amherst College, where he served as Chief Financial & Administrative Officer for eight years. In this role, he had broad financial and administrative responsibilities, overseeing the areas of finance, investments, shared services, information technology, and Amherst’s 49-room Inn and associated dining and banquet business. He was also a vital partner in the development and execution of Amherst’s strategic plan and $625 million capital campaign. He instituted rigorous and inclusive financial planning and budgeting processes that helped Amherst achieve key priorities in student life and wellbeing; diversity, equity, and inclusion; academic support; new academic and residential facilities; and a comprehensive climate action plan.

A scholar of the history of urban planning and public policy, Weinman earned his Ph.D. in history from the University of New Hampshire, his M.A. in history from the University of Colorado, and his M.B.A. from the University of North Carolina's Kenan-Flagler Business School. He received his bachelor's degree in accounting and history from the University of Notre Dame.

Geoffrey L. Brackett, Executive Vice President, Chief Strategy and Innovation Officer

Dr. Brackett has served as Executive Vice President since August of 2010. In that capacity he functions as second officer to Marist's president, and directly oversees many of the key operating areas of the College, including Information Technology, Human Resources, Student Affairs, Institutional Research and Planning, Buildings and Grounds, and Safety and Security. He also chairs many of the key operational committees of the College, including the Budget Priorities Committee, Program Development Committee, and Housing and Enrollment Committee. He also oversees the strategic planning and annual operations for the College, and serves as a key point of contact for local government officials. Dr. Brackett came to Marist after having served 20 years at Pace University in many capacities, most recently as Provost and Executive Vice President for Academic Affairs. Dr. Brackett graduated with honors with a BA from DePauw University, and then took a DPhil in English Literature at the University of Oxford.

Elizabeth C. Veasey, Vice President for Business Affairs/CFO

Beth Veasey joined Marist College as Associate Vice President of Financial Planning & Analysis in May 2017, and was appointed Chief Financial Officer in February 2022. Prior to Marist, Ms. Veasey served fifteen years with several leading financial services firms, including J.P Morgan, Bank of America, and Moody's Investors Service, as a financial analyst and financial services provider for higher education institutions. She has primary responsibility for oversight of all aspects of Marist's financial planning and reporting activities, including endowment investments, annual capital and operating budgets, long-range forecasts, and treasury. Ms. Veasey earned her B.A. summa cum laude from Tufts University and her Master's of Public Administration with a specialization in public policy and finance from New York University.

Thomas S. Wermuth, Vice President for Academic Affairs/Dean of Faculty

Dr. Thomas S. Wermuth joined the Marist College faculty as an Assistant Professor of History in 1992, was appointed Dean of the School of Liberal Arts in 2001 and Vice President for Academic Affairs in 2007. Dr. Wermuth earned his Bachelor of Arts in History from Marist College, his MA from the State University of New York at Albany and his Ph.D from Binghamton University. In 2001, Dr. Wermuth was chosen by the faculty to receive the Board of Trustees' Faculty Award for Distinguished Teaching. He has researched and written Rip Van Winkle's Neighbors: The Transformation of Rural Society in the Hudson River Valley, which was published by the State University of New York Press. Dr. Wermuth has received major grants, fellowships, and awards, including two U.S. Department of Education "Teaching American History" Grants and a National Endowment for the Humanities Summer Fellowship. In 2002, he founded the Hudson River Valley Institute (HRVI), which is recognized as one of the nation's leading regional history programs. He completed Harvard University's School of Education Management Development Program and was a Fellow at the University of Pennsylvania's McNeil Center for Early American Studies.

Deborah DiCaprio, Vice President/Dean for Student Affairs

Deborah DiCaprio joined Marist as a Mentor in January 1982. Over the next three years, she lived and worked in the residence halls, assisting the Marist students both academically and personally. In 1985, she was named the Assistant Dean of Student Affairs where she continued to work on behalf of the Marist students. In 1999, upon the resignation of the Associate Dean of Student Affairs, she assumed responsibility for some of those duties. She supervised the Counseling Center, Health Services, Special Services, Campus

Ministry and the Mentor Program. She also had responsibilities pertaining to the Orientation Program, Parents Weekend and the annual Junior Ring Ceremony. She was appointed Vice President/Dean for Student Affairs in December 2001. As the Dean, Ms. DiCaprio oversees the Department of Athletics, Housing and Residential Life and Student Activities. Ms. DiCaprio earned her Bachelor's Degree in History from St. Bonaventure University, where she also earned her Master's Degree in Education, with a concentration in Student Personnel Services.

Sean P. Kaylor, Vice President for Enrollment Management, Marketing and Communication

Following his graduation from Marist College in 1990, Sean Kaylor began his career in The Office of Admission as an Assistant Director and worked his way up to Vice President for Admissions and Enrollment Planning by 1998. He now serves as Vice President of Enrollment, Marketing and Communications. In this role he oversees Undergraduate and Graduate Admission, Enrollment Services, Student Financial Services and College Marketing and Communications for both the main campus in Poughkeepsie, New York and the Marist campus in Florence, Italy. Mr. Kaylor has presented and moderated at regional and national conferences on all topics related to enrollment management. He is a Past President of the New York State Association for College Admission Counseling (NYSACAC).

Michael Caputo, Chief Information Officer and Vice President for Information Technology

Michael Caputo joined Marist in July 2019 as Vice President for Information Technology/CIO. Previously, he was the Chief Information Officer of the Medical University of South Carolina with responsibilities for both the university and health system. Prior to moving to Charleston, he served as the CIO of the Washington University School of Medicine in St. Louis. In addition, he served as the Director of Information Systems and the Director of Telemedicine Operations at the University of Vermont College of Medicine, the Project Executive of the C. Everett Koop Institute, a Board Member and Treasurer of the American Telemedicine Association, and as a Project Scientist at NASA's Johnson Space Center. Mr. Caputo's work has earned him numerous awards, including NASA Certificates of Recognition, a Leadership Award from the NASA Administrator, and two United States Patents. He received degrees from the Rochester Institute of Technology and the University of Houston.

Christopher M. DelGiorno, Vice President for College Advancement

Appointed in 2011, Chris DelGiorno serves as the College's chief advancement officer, providing strategic direction and leadership for Marist's development, alumni relations, and advancement services programs. Before returning to his alma mater, he was executive director of leadership gifts at Bucknell University. Previously, he served at the University of Pennsylvania as director of development for the School of Social Policy and Practice, and as Penn Development and Alumni Relations' first director of recruitment and professional development. While he began his work in development at the Ronald McDonald House of Southern New Jersey, his career started in the Office of Admission at Marist and continued with his service at the College Access Program, a Pew-funded initiative to increase the rate of Philadelphia public school students who enroll in college. In addition to his BA in communication from Marist, he earned an MLA from the University of Pennsylvania with a concentration in nonprofit leadership. He also completed the fundraising certificate program at Penn.

Christina Daniele, Vice President for Human Resources

Christina Daniele was appointed Vice President for Human Resources in October 2017. In her role, she provides strategic leadership and guidance in the overall administration of Human Resources, including ethics compliance, strategic recruitment, benefits and compensation, HR information systems, workforce development, and employee and labor relations. In addition to her regular duties, she also serves as the College's Title IX Coordinator. She began her career almost 20 years ago working in the child welfare industry, and served as Director of Human Resources and Risk Management for both Family Services, Inc. (FSI) in Poughkeepsie, NY, and Lincoln Hall, a non-profit residential treatment center for court-mandated male adolescents prior to joining Marist in 2011. Ms. Daniele holds a Bachelor's degree in Psychology and Criminal Justice and a Master's degree in Education and Counseling Services from Fordham University. She holds her Professional Certification in Human Resources from SHRM (the Society of Human Resource Management) and HRCI (the HR Certification Institute) and is a certified Coordinator and Investigator under ATIXA (the Association of Title IX Administrators). She serves as an active member of the Mid-Hudson SHRM chapter and CUPA-HR (the College and University Personnel Association).

AFFILIATES

Marist Real Property Services, Inc. ("MRPS") is a New York not-for-profit corporation formed by the College in 1995 to hold title to certain real estate purchased by the College. MRPS was formed to purchase previously industrialized land and buildings located across Route 9 from the historic campus for redevelopment as Marist College facilities. As such, MRPS holds title to various parcels of land and buildings on the College's east campus, including the land under the College's Fashion & Fine Arts (Steel Plant) and Allied Health buildings, the land and buildings that house office space (51 Fulton and 57 Fulton), and multipurpose office and classroom space (69 West Cedar), as well as the New York City Executive Center condominium. The Executive Vice President, Vice President for Business Affairs/CFO, and Director of Physical Plant of the College also serve as officers of MRPS.

Marist Real Property Services Two, Inc. ("MRPS2") is a New York not-for-profit corporation formed by the College in 2000 to likewise hold title to certain real estate purchased by the College which is currently used for surface parking . MRPS2 owns one parcel of land on the College's east campus. The Executive Vice President, Vice President for Business Affairs/CFO, and Director of Physical Plant of the College also serve as officers of MRPS2.

Sprout Creek Farm, Inc. (the "Farm") is a New York not-for-profit corporation which has provided educational experiences for children and adults. The College assumed control of the Farm in January 2018. During the year ended June 30, 2020 the College determined the Farm could not sustain its operations. The Board of Directors of the Farm authorized operations to cease and are currently evaluating several options for the future of the Farm, including transfer of control to another entity. As of and for the year ended June 30, 2021, the statement of financial position and net loss of the Farm are incorporated into the College's consolidated audited financial statements.

FACULTY

The teaching faculty of the College for the 2021-2022 academic year included 225 full-time and 329 part-time members. Approximately 41% of the full time equivalent (FTE) faculty are tenured and approximately 81% hold a Ph.D., professional or other terminal degree. The following table sets forth the faculty profile for the past five academic years.

	2017-18	2018-19	2019-20	2020-21	2021-22
Teaching Faculty					
Full-Time	240	238	247	240	225
Part-Time	330	359	348	323	329
Total	570	597	595	563	554
Faculty FTE	350	358	363	348	335

EMPLOYEE RELATIONS

The College currently employs over 1,200 people (full-time and part-time). The following table sets forth full-time and part-time employees of the College for the past five academic years.

	2017-18	2018-19	2019-20	2020-21	2021-22
Faculty	570	597	595	563	554
Administrative and Professional	416	425	431	404	396
All others	283	274	339	285	260
Total	1,269	1,296	1,365	1,252	1,210

The College recognizes two unions: SEIU Local 200 - United Service Employees International Union for its service employees (approximately 90 employees) and Local 1120 Communication Workers of America ("CWA") for its secretarial and clerical staff (approximately 95). The College recently completed negotiations with SEIU Local 200, resulting in a three-year agreement through June 30, 2025. The current agreement with Local 1120 runs from July 1, 2019 through June 30, 2022. The College believes that its employee relations are satisfactory.

ADMISSIONS AND STUDENT ENROLLMENT

For the fall of 2021, the College's total headcount enrollment was over 6,300 students. In addition to its traditional undergraduate population, the College focuses on the educational needs of its population of adult students, both graduate and undergraduate, through on-campus and distance online learning.

The table below provides enrollment numbers for all student populations for the last five years, as well as the College's first year full-time freshmen application and enrollments. The enrollment data for the five-year period are based on figures obtained in the start of the fall semester.

Enrollment Summary

	2017-18	2018-19	2019-20	2020-21	2021-22
Fall Enrollment					
Undergraduate FTE	5,290	5,316	5,407	5,192	5,090
Graduate FTE	525	519	513	561	571
Total FTE	**5,815**	**5,835**	**5,920**	**5,753**	**5,661**
Undergraduate Headcount	5,699	5,670	5,824	5,682	5,510
Graduate Headcount	958	954	914	918	886
Total Headcount	**6,657**	**6,624**	**6,738**	**6,600**	**6,396**

Freshman Admissions Statistics

	2017-18	2018-19	2019-20	2020-21	2021-22
Applications	11,376	11,207	11,260	11,715	11,583
Acceptances	4,849	5,181	5,543	6,449	6,944
Acceptance Ratio	42.6%	46.2%	49.2%	55.0%	59.9%
Matriculants	1,285	1,299	1,358	1,101	1,272
Matriculation Ratio	26.5%	25.1%	24.5%	17.1%	18.3%
Mean Combined SAT Score	1233	1244	1257	1246	1256

Geographic Profile of Entering Freshmen

	2017-18	2018-19	2019-20	2020-21	2021-22
New York	42.8%	44.3%	44.6%	45.2%	43.0%
New Jersey	20.0%	20.2%	20.2%	21.6%	19.7%
Connecticut	12.5%	12.7%	15.1%	10.8%	14.4%
Other States & International	24.7%	22.8%	20.1%	22.4%	22.9%
Total	100.0%	100.0%	100.0%	100.0%	100.0%

Several factors are contributing to the decline in the matriculation ratio over the past five academic years. Marist has attracted a more academically qualified and increasingly diverse applicant pool, and these highly sought after students have many attractive options, and Marist is competing against a stronger competitive set of institutions for these same students than in the past. Further, national admission trends indicate that potential students are increasingly likely to deposit at multiple institutions, thereby increasing the "melt" between the point of acceptance and matriculation. As a result, the College finds it needs to admit a larger percentage of the qualified applicant pool in order to yield the target class size each year.

Like many private colleges, the College faced unprecedented challenges in the recruitment cycle for the class entering 2020-21 and 2021-22 as a result of the COVID-19 pandemic. During this timeframe, many traditional recruiting strategies were disrupted, including in-person visits to Marist's campus, which significantly impacted conversion rates and damaged yield. In 2020-21, the yield of 17.1% reflected these challenges, but also reflected a conscious decision to manage enrollment density at the height of the pandemic. Although the class enrolling in Fall 2020 was below the average historical class size, the College had anticipated this in its annual operating budget and had scaled back operations accordingly (see "IMPACT OF COVID19 PANDEMIC").

Despite these recent challenges, the College has met budget targets in each year, increased the academic quality of its student body and has maintained diversity in its geographic market.

The tables below set forth the freshman-sophomore retention rate for the first-year, full-time cohort of students entering in the fall of the year indicated, and undergraduate and graduate degrees conferred for the last five years. The College attributes the decline in the retention rate for the class entering Fall 2020 to disruption in the first-year experience caused by the COVID-19 pandemic.

First Year Retention Rates

	2016	2017	2018	2019	2020
First Year Retention Rate (Freshman-Sophomore)	88.8%	87.4%	88.5%	88.3%	86.4%

Degrees Conferred

	2016-17	2017-18	2018-19	2019-20	2020-21
Undergraduate	1,248	1,272	1,285	1,277	1,298
Graduate	352	373	393	371	359
Total	1,600	1,645	1,678	1,648	1,657

COMPETITION

The College has identified its top ten competitors to be Fairfield University, Fordham University, Providence College, Quinnipiac University, Loyola University (Maryland), Syracuse University, Villanova University, University of Connecticut, University of Delaware, and SUNY Binghamton.

ACADEMIC AND CO-CURRICULAR PROGRAMS

The College offers 47 undergraduate majors across seven schools: School of Communication and the Arts, School of Computer Science and Math, School of Liberal Arts, School of Management, School of Professional Programs, School of Sciences, and School of Social and Behavioral Sciences. In addition, the College offers 11 masters degrees in the fields of education, mental health counseling, school psychology, computer science, business, public administration, accounting, physician assistant, and marketing and communications, as well as one doctoral degree in physical therapy.

Marist demonstrates excellence in education through an emphasis on quality teaching in a small classroom setting, with many opportunities for students to partner with faculty through mentorship, joint research opportunities, and intellectual guidance. Marist believes in the value of a liberal arts education and the idea that all students–no matter what their primary field of study–should receive a broad education across many disciplines, learn to think logically and creatively, and be able to communicate effectively. Excellence in education also includes a forward-looking educational philosophy that incorporates the use of technology and meaningful learning opportunities outside the classroom: everything from internships to study abroad to leadership development programs. Marist believes that the best type of education prepares students for success after college.

Marist students are actively involved in multiple student clubs; an active student government; Division I athletics, intramurals, and club sports; and first-rate opportunities in music and the arts. Mindful of their role in the global community, 50 percent of Marist undergraduates study abroad.

TUITION, FEES, AND STUDENT FINANCIAL AID

	2017-18	2018-19	2019-20	2020-21	2021-22
Student Charges					
Tuition	$36,100	$38,900	$41,800	$41,800	$42,650
Room & Board	15,100	15,550	15,920	15,550	16,650
Mandatory Fees	580	600	600	490	660
Total	$51,780	$55,050	$58,320	$57,840	$59,960

The 2021-2022 academic year undergraduate tuition for new full-time students is $42,650 and total student charges are $59,960. Approximately 82% of the undergraduate student body receives need-based grants, federal student loans and/or campus employment. In addition to scholarships provided by the College, students secure grant and loan support from a variety of other sources, including the State and Federal governments.

The College determines the best allocation of institutional, government and other student financial assistance resources with a focus on meeting the students' financial need, as much as it is possible, optimizing student enrollment (first year student matriculants as well as student retention), improving overall academic quality of student body, and increasing net tuition revenue.

The following table sets forth the tuition discount rates, both overall and for traditional undergraduates, for the past five years. The College has increased the discount for undergraduate students offered through traditional merit and need-based aid, both to meet a larger share of students' demonstrated need and due to increasing competition to attract academically qualified students.

	2016-17	2017-18	2018-19	2019-20	2020-21
Overall	29.8%	30.6%	32.2%	34.4%	38.0%
Undergraduate	31.8%	33.6%	35.2%	37.7%	41.3%

In fiscal year 2020-21, students borrowed an aggregate of nearly $24.8 million under the Federal Direct Student Loan Program and nearly $16.9 million in the Federal Parent Loan for Undergraduate Students (PLUS) Program. Federal grants to students from the Pell Program and from the Supplemental Educational Opportunity Grants Program amounted to approximately $4.6 million. New York State residents enrolled at the College received approximately $1.8 million in grants for the State's Tuition Assistance Plan and other State scholarships in 2020-21. In fiscal year 2020-21, students earned approximately $2.7 million from campus-based employment opportunities, of which approximately $0.43 million was funded from the Federal Work-Study grant.

The following table sets forth College administered student aid awards for the last five academic years.

Sources of College Administered Student Aid

	2016-17	2017-18	2018-19	2019-20	2020-21
Unrestricted Funds	$54,679,094	$61,511,669	$68,687,397	$78,910,204	$83,568,139
Restricted Funds	1,059,946	1,172,928	1,223,389	1,108,859	1,401,877
Grants	2,358,415	2,448,845	2,564,116	2,630,582	2,647,588
Total	$58,097,455	$65,133,442	$72,474,902	$82,649,645	$87,617,604

IMPACT OF COVID-19 PANDEMIC

On March 11, 2020, the World Health Organization designated COVID-19 as a global pandemic. As mandated by New York State, on March 20, 2020 the College closed its residential campus to students, non-essential personnel and guests, and moved to a fully-online academic delivery model. The College was able to quickly pivot to this learning model as the College had long been including both synchronous and asynchronous remote delivery of coursework in both its undergraduate and graduate programs.

Prior to the closure, the College had been having one of its best years operationally with record undergraduate enrollment, full housing occupancy and conservative expense and hiring management. However, as a result of the early closure of residence facilities, unused meal plans, and the recall of students from abroad programs, the College issued nearly $13.4 million in refunds and account credits to students. As an offset, however, the College also experienced approximately $3.5 million in savings due to reduced costs from dining, travel, athletics, and special events. Even with the shutdown, the College generated an increase in net assets without donor restrictions of $16.3 million from operating activities for the year ending June 30, 2020.

Over the summer of 2020, College formed a COVID Operations team to undertake extensive planning to evaluate multiple scenarios, but with the primary goal of positioning the College to open for a return to on-campus residential living and learning for the academic year 2020-2021. The College implemented numerous health and safety protocols including: reduced density in housing, classrooms, and dining areas; securing off campus housing to support the reduced density and providing space for quarantine; installing enhanced classroom technology to allow synchronous remote delivery of content while reducing classroom occupancy; limiting student off-campus activity; and implanting biweekly testing requirements for all students, faculty, and staff.

Financially, the College undertook a number of steps to weather the uncertain impact of the pandemic, including a smaller freshman class size than historically. These steps included suspension of the College's contribution to employee retirement accounts, reductions to certain administrators' salary, no salary increases, curtailing of all business travel, and limited campus events. The College also undertook a comprehensive review of all operational staffing, and identified $2.7 million in salary savings through administrative staffing reductions and deferred hiring. In addition, study abroad and athletic events were suspended which led to further expense savings. On the other hand, the pandemic increased costs in temporary housing for quarantining, personal protective equipment, and surveillance testing.

In May 2020, the College was named as defendant in a class action case brought in federal court in the Southern District of New York. The plaintiff sought refund of tuition for the pandemic-disrupted Spring 2020 semester. In August 2021, the College's Motion to Dismiss was granted, and the plaintiff failed to amend the complaint properly on procedural grounds and did not appeal the court's decision. The case is considered concluded as of October 20, 2021.

The College reopened for in-person classes in the fall of 2020 and remained open for the full academic year. With financial assistance from the federal government under the Higher Education Emergency Relief Fund (HEERF) to offset lost revenues and COVID-19 expenses (discussed below), the College finished the year in a stronger operational financial position than anticipated. As a result, the College retroactively reinstated the employer share of contributions to employees' retirement accounts and returned salary reductions to those administrators who had a 5% salary cut. For the fiscal year ending June 30, 2021, the College generated an increase in net assets without donor restrictions of $21.4 million from operating activities.

For the 2021-2022 academic year, the College has remained fully open and plans to remain open for the 2022 summer and fall semesters. The College implemented a vaccine requirement for all students, faculty, and staff, with accommodations for medical or religious exemptions. As of spring 2022, campus life has largely returned to "normal" although the College will continue to monitor evolving CDC guidance and the local public health situation, and is prepared to adjust as necessary. Financially, the College is also in sound condition, with revenues forecast above budget due to higher than budgeted enrollment, and expenses better than budget, as a result of personnel savings due to higher than anticipated vacancies.

The operating results in fiscal years 2019-20 and 2020-21 and the 2021-22 forecast include HEERF funds allocated by various acts of Congress to assist colleges and universities with the impact of the COVID-19 pandemic. Each of these awards has both a student aid portion and an institutional portion. HEERF revenue recognized in 2019-20 totaled $2,323,050, of which $1,161,525 represented the institutional share. HEERF revenue recognized in 2020-21 totaled $6,217,124, of which $4,034,037 represented the institutional share. Remaining amounts allocated to the College, but not recognized as of June 30, 2021, total $9,312,724, of which $4,647,362 represents the institutional share. These amounts will be recognized in fiscal 2021-22.

BUDGET AND REPORTING PROCEDURES

For over 40 years the College has completed the fiscal year with a balanced budget. The Finance Committee of the Board is actively involved in the major financial decisions of the College and ensures that financial resources are managed effectively and allocated appropriately according to established priorities. All revenue projections and spending priorities are reviewed by the Finance Committee of the Board prior to the approval of the full Board.

The College regularly monitors its actual budget results and performs periodic interim analysis and review of operating results. These interim results and projected year-end results are communicated to the Finance Committee, the Executive Committee and the full Board at their respective scheduled meetings.

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STATEMENTS OF FINANCIAL POSITION

The table below outlines information from the College's consolidated statements of financial position as of June 30, 2017 through June 30, 2021. This table is derived from the audited financial statements of the College. See "APPENDIX B – Consolidated Financial Statements of the College and Affiliates as of and for the years ended June 30, 2021 and 2020" herein.

	2017	2018	2019	2020	2021
Assets					
Cash and cash equivalents	$ 41,559,668	$ 10,534,142	$ 23,621,052	$ 35,458,326	$ 70,292,671
Short-term investments	25,338,691	17,454,728	21,600,901	23,148,543	16,655,595
Accounts receivable, net	2,729,830	3,213,315	5,571,330	4,238,880	2,801,222
Contributions receivable, net	2,529,603	5,508,072	6,081,140	5,739,100	4,251,468
Deposits with trustees	5,089,588	6,550,865	19,325,439	7,663,684	7,784,759
Other assets	1,482,558	1,478,791	1,793,044	1,750,663	1,899,488
Student loans receivable, net	6,412,204	6,834,316	5,993,706	4,993,921	3,995,681
Assets held in charitable remainder trust	623,076	582,327	558,803	509,390	554,270
Right-of-use lease assets**					1,927,619
Investments	253,025,048	277,970,350	296,734,550	312,536,578	416,457,408
Assets held for sale*				22,103,858	19,500,000
Construction in progress	40,799,349	19,708,369	25,674,577	4,186,604	4,347,966
Land, buildings and equipment, net	357,532,930	428,988,226	448,737,064	449,606,083	433,829,760
Total assets	$ 737,122,545	$ 778,823,501	$ 855,691,606	$ 871,935,630	$ 984,297,907
Liabilities and Net Assets					
Liabilities:					
Accounts payable and accrued liabilities	25,944,428	25,996,565	29,978,188	28,341,848	25,990,972
Deferred revenue	10,721,327	11,188,511	11,784,435	10,059,105	9,930,289
Annuities payable	217,579	178,618	205,755	284,991	335,231
Finance lease liabilities			1,377,079	986,289	981,252
Operating lease liabilities**					1,989,383
U.S. government advances refundable	5,755,325	6,146,887	5,984,395	4,950,976	3,979,388
Bonds payable, net	171,329,355	165,983,408	199,060,917	191,781,307	184,245,432
Note Payable		432,000	384,000	384,000	384,000
Accrued post-retirement benefits	10,522,346	10,108,944	10,537,980	10,949,553	9,627,527
Interest rate swap obligations	5,870,470	3,870,013	5,140,860	6,806,346	4,839,276
Total liabilities	230,360,830	223,904,946	264,453,609	254,544,415	242,302,750
Net Assets:					
Without donor restrictions	429,997,995	472,300,834	504,904,782	526,886,005	629,330,803
With donor restrictions					
Restricted by time or purpose	44,431,865	48,083,456	49,920,001	50,849,360	71,516,252
Perpetual in nature	32,331,855	34,534,265	36,413,214	39,655,850	41,148,102
Total net assets	506,761,715	554,918,555	591,237,997	617,391,215	741,995,157
Total liabilities and net assets	$ 737,122,545	$ 778,823,501	$ 855,691,606	$ 871,935,630	$ 984,297,907

*During the year ended June 30, 2020, the Board and management decided to cease using space it had purchased in a New York City building, obtained an appraisal to determine the fair value of the asset, and began to actively market the asset for sale. As the appraised value approximated the carrying value, management reclassified the carrying value to assets held for sale. During 2021, based on a recent market valuation, the College took a write down of approximately $2.2 million on the New York City building to reflect a market value of $19,500,000.

**In February 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-02, Leases (Topic 842). This guidance is intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the consolidated statements of financial position and disclosing key information about leasing arrangements. ASU 2016-02 requires not-for-profit lessees to report a right-of-use ("ROU") asset along with a lease liability. The College adopted ASU 2016-02 effective July 1, 2020 and, as a result, the consolidated statement of financial position as of June 30, 2021 includes the ROU assets and lease liabilities, which are not reflected in the consolidated statement of financial position as of June 30, 2020, 2019, 2018 and 2017.

STATEMENTS OF ACTIVITIES

The following condensed consolidated statements of activities for the fiscal years ended June 30, 2017 through June 30, 2021, have been derived from audited financial statements of the College. See "APPENDIX B – Consolidated Financial Statements of the College and Affiliates as of and for the years ended June 30, 2021 and 2020" herein.

	2017	2018	2019	2020	2021
Operating Revenues:					
Tuition, fees, room and board, net	$ 185,718,446	$ 194,544,524	$ 201,328,586	$ 195,793,110	$ 185,051,047
Contracts and grants	4,719,368	4,477,862	7,092,652	6,444,347	10,271,009
Contributions	3,226,506	8,345,431	7,168,797	6,562,916	4,569,809
Investment return designated for operations, net	4,380,987	4,893,611	5,296,535	5,647,301	5,285,811
Other income	4,089,407	5,180,985	6,107,416	5,413,543	2,787,930
Total revenues and gains	202,134,714	217,442,413	226,993,986	219,861,217	207,965,606
Operating Expenses:					
Instructional	73,913,255	77,351,057	82,726,290	83,150,936	71,385,565
Research	1,305,835	1,215,508	611,155	139,609	148,909
Public service	991,100	421,496	854,996	573,507	509,692
Academic support	17,305,725	16,822,602	17,506,069	16,276,316	16,391,400
Student services	34,459,561	37,807,304	39,062,864	39,426,546	36,725,296
Institutional support	20,853,915	22,148,540	24,002,466	21,451,600	18,006,313
Scholarships and fellowships	407,042	389,594	372,721	1,602,703	2,418,943
Auxiliary expenses	34,225,327	37,911,205	38,536,393	36,366,936	38,381,021
Total operating expenses	183,461,760	194,067,306	203,672,954	198,988,153	183,967,139
Change in net assets from operating activities	18,672,954	23,375,107	23,321,032	20,873,064	23,998,467
Nonoperating Activities:					
Net loss on disposition of fixed assets	(41,199)	(398,822)	(455,799)	145,837	30,599
Net investment return in excess of amounts designated for operations	34,406,158	19,961,130	14,514,502	7,776,969	99,137,320
Write down of assets held for sale	-	-	-	-	(2,209,233)
Inherent contribution on assumption of Sprout Creek Farm Inc.	-	2,025,212	-	-	-
Partial loan Forgiveness - Sprout Creek Farm Inc.	-	48,000	48,000	-	-
Net loss from Sprout Creek Farm, Inc.	-	-	-	(1,015,331)	(64,655)
Change in fair value of interest rate swap obligations	3,048,815	2,000,457	(1,270,847)	(1,665,486)	1,967,070
Payments to beneficiaries	(760)	(760)	(760)	(17,919)	(69,245)
Pension and post-retirement related charges other than net periodic pension and benefit costs	1,479,762	1,146,516	163,314	56,084	1,813,619
Change in net assets from nonoperating activities	38,892,776	24,781,733	12,998,410	5,280,154	100,605,475
Increase in net assets	57,565,730	48,156,840	36,319,442	26,153,218	124,603,942
Net assets, beginning of year	449,195,985	506,761,715	554,918,555	591,237,997	617,391,215
Net assets, end of year	$ 506,761,715	$ 554,918,555	$ 591,237,997	$ 617,391,215	$ 741,995,157

INCREASE IN NET ASSETS FROM OPERATING ACTIVITIES WITHOUT DONOR RESTRICTIONS

The table below shows the increase in net assets from operating activities without donor restrictions for the years ended June 20, 2017 through June 30, 2021.

	2017	2018	2019	2020	2021
Operating Revenue, without donor restrictions					
Tuition, fees, room and board, net	$ 185,718,446	$ 194,544,524	$ 201,328,586	$195,793,110	$ 185,051,047
Contracts and grants	4,719,368	4,477,862	7,092,652	6,444,347	10,271,009
Contributions	1,387,806	3,563,046	4,431,957	2,092,924	2,275,102
Investment return designated for operations, net	1,994,213	2,240,667	2,576,411	2,723,764	2,156,362
Other income	4,089,407	5,180,985	6,107,416	5,413,543	2,787,930
Net assets released	3,833,465	2,915,446	3,028,300	2,789,673	2,868,109
Total revenues and gains	201,742,705	212,922,530	224,565,322	215,257,361	205,409,559
Operating Expenses, without donor restrictions					
Instructional	73,913,255	77,351,057	82,726,290	83,150,936	71,385,565
Research	1,305,835	1,215,508	611,155	139,609	148,909
Public service	991,100	421,496	854,996	573,507	509,692
Academic support	17,305,725	16,822,602	17,506,069	16,276,316	16,391,400
Student services	34,459,561	37,807,304	39,062,864	39,426,546	36,725,296
Institutional support	20,853,915	22,148,540	24,002,466	21,451,600	18,006,313
Scholarships and fellowships	407,042	389,594	372,721	1,602,703	2,418,943
Auxiliary expenses	34,225,327	37,911,205	38,536,393	36,366,936	38,381,021
Total operating expenses	183,461,760	194,067,306	203,672,954	198,988,153	183,967,139
Increase in net assets from operating activities without donor restrictions	$ 18,280,945	$ 18,855,224	$ 20,892,368	$ 16,269,208	$ 21,442,420

MANAGEMENT DISCUSSION & ANALYSIS OF FISCAL YEAR 2021

For the fiscal year ending June 30, 2021 the College's total assets increased $112.4 million (12.9%) driven by strong investment portfolio returns and operations. The investment portfolio increased $103.9 million due to a 33.4% investment return for the fiscal year, offset by $1.9 million of endowment spending. Cash and short-term investments increased $28.3 million, primarily due to operating activities. These asset gains were offset by a $15.8 million decrease in land, buildings, and equipment, primarily related to depreciation. Due to the pandemic, the College limited new capital expenditures to essential repair and replacement projects for facilities and information technology infrastructure. The College also recorded a $2.6 million decrease in assets held for sale, which primarily represents a write down to the net fair market value of the New York City Executive Center.

Total liabilities of the College decreased $12.2 million, led by a reduction in bonds payable of $7.5 million after scheduled principal payments and amortization of bond premium and issuance costs. In addition, the interest rate swap liability decreased $2.0 million due to prevailing interest rates, and the accrued post-retirement benefit obligation decreased $1.3 million due to demographic changes, a 0.2% increase in the discount rate, and lower administrative fees. The $2.0 million increase in operating lease liabilities reflects a change in accounting recognition of leased facilities, copiers, vehicles, and equipment.

Operating revenues for the year ended June 30, 2021 totaled nearly $208.0 million, a decrease of $11.9 million, primarily due to a decline in net tuition, fees, room and board of $10.7 million. As discussed in “IMPACT OF COVID-19 PANDEMIC,” the College brought in a smaller freshman class size than usual, with 255 fewer students than the year prior. This smaller class size was due in part to increased challenges in recruiting students at the height of the pandemic, but also an anticipated reduction in the class size to better manage on-campus density, particularly in student housing. Other income also declined $2.6 million due to reduced revenues related to cancelled athletic and other on-campus events. The $3.7 million increase in government grants represents additional HEERF funds received in FY2021.

Operating expenses totaled nearly $184.0 million, a decrease of $15 million. Instructional expenses decreased $11.9 million driven by the suspension of all study abroad programs, as well as savings from reduced supplies, travel and other contractual services. The College also realized savings in student services expenses as a result of reduced athletics travel and other operating savings. The $3.4 million decrease in institutional support expense was primarily due to reduced personnel costs from deferred hiring and planned personnel reductions. The $2.0 million increase in auxiliary expense represents a lease for off-campus housing for use in COVID-19 related quarantines and isolation space.

Despite the challenges of the COVID-19 pandemic, the College generated a $21.4 million increase in net assets without donor restrictions from operating activities.

FISCAL YEAR 2022 FINANCIAL PERFORMANCE (Unaudited)

The College’s 2021-22 approved operating budget is approximately $203 million and targets a $10.2 million excess of revenues over operating expenditures, after debt service obligations. The budget surplus funds are typically transferred to the College’s cash reserves for future investment in the long term portfolio, capital projects, or in support of strategic initiatives of the College.

Based on results from operations, the College expects actual operating performance for the year ending June 30, 2022 to exceed budget, due to both higher than budgeted enrollments and lower than budgeted operating expenses.

The College’s budget is on a modified cash basis and does not reflect certain accruals or expenses, namely depreciation, that are reflected in the audited financial statements.

MEDICAL SCHOOL

On September 12, 2018, the respective Boards of Trustees of the College and Health Quest Systems, Inc. (“Health Quest”) signed an Affiliation Agreement to establish a medical school. The medical school was to be an operational division of Marist College, located on the Health Quest, Vassar Brothers Medical Center campus. The Agreement provided for Health Quest to fund the construction of a new facility to house the medical school and the medical school was to be overseen by a Joint Board of Overseers (“JBO”) composed of representatives from both institutions’ respective Board of Trustees.

In April 2019, Health Quest merged with Western Connecticut Health Network, and the combined system is now known as Nuvance Health. As a result of the COVID-19 pandemic disruptions, both Marist and Nuvance Health have paused pursuit of plans to open a medical school, although the plans may be reconsidered in the future. At this time, neither the College nor Nuvance Health has taken any further action to proceed with the medical school project.

FUNDRAISING AND GRANTS

The Office of College Advancement is responsible for securing external funding to support operational, capital, and endowment needs, and works to enhance the College's visibility and credibility among all its constituents and the general public. It is also charged with maintaining institutional relations with the College's 38,000 graduates. Annual giving, capital giving, foundation and government relations, alumni relations, public affairs, and special events planning are all directed through the Office of College Advancement.

	2016-17	2017-18	2018-19	2019-20	2020-21
Marist Fund/Unrestricted Gifts	$1,387,806	$3,563,046	$4,431,957	$2,092,924	$2,275,102
Restricted	1,838,700	4,782,385	2,736,840	4,469,992	2,294,707
Government Grants	3,251,051	3,472,211	5,885,300	5,507,147*	9,234,199*
Total	$6,477,557	$11,817,642	$13,054,097	$12,070,063	$13,804,008

* Fiscal Year 2019-20 and 2020-21 include HEERF funds. See "IMPACT OF COVID-19 PANDEMIC."

INVESTMENTS

The following table provides the market value of the College's total investments as of June 30, 2017 through June 30, 2021:

	2017	2018	2019	2020	2021
Endowments and other investible funds:					
Cash and cash equivalents	$ 17,812,358	$ 10,749,230	$ 7,246,649	$ 19,265,803	$ 29,212,170
Investments made in advance	-	-	-	-	10,250,000
Fixed income securities	18,825,419	24,689,363	19,882,404	18,021,667	23,673,423
Domestic equity securities	35,668,142	26,512,840	5,342,476	5,023,906	12,526,591
International equity securities	23,624,239	19,647,696	31,583,962	22,847,163	28,661,837
Commingled fund	89,902,071	116,204,771	141,311,535	150,318,684	177,704,709
Hedge funds	49,838,132	55,571,616	57,015,062	54,456,903	70,377,444
Private Equity	16,830,437	24,045,511	33,588,061	41,785,536	63,527,379
Total pooled investments	252,500,798	277,421,027	295,970,149	311,719,662	415,933,553
Operational and other investments:					
Cash and cash equivalents	41,559,668	10,534,142	23,621,052	35,458,326	74,430,026
Fixed income securities	25,338,691	17,454,728	21,600,901	23,148,543	12,518,240
Domestic equity securities	150,918	175,995	201,830	213,401	292,321
Investment in TIAA annuities and mutual funds	373,332	373,328	562,571	603,515	231,534
Total operating and other short-term	67,422,609	28,538,193	45,986,354	59,423,785	87,472,121
Total cash, cash equivalents, and investments	$ 319,923,407	$ 305,959,220	$ 341,956,503	$371,143,447	$ 503,405,674

As of June 30, 2021, total pooled investments had a market value of $415.9 million, of which the College estimates approximately $359.6 million or 86.5% of the portfolio could be liquidated within 120 days. As of December 31, 2021, total pooled investments had a market value of $426.7 million (unaudited). The pooled investments are managed by a third-party investment manager, and the investment assets are diversified across asset classes and fund managers. The Board is responsible for setting asset allocation targets and policy ranges, but is not involved in fund manager selection.

The purpose of the investment pool is to support the educational mission of the College by releasing a sufficient flow of funds to meet current operating and/or capital budgets while generating sufficient growth to provide for future spending needs. As such, the investment strategy is to emphasize total return by:

1. Preservation of purchasing power after spending – to achieve total return in excess of the rate of inflation over the investment horizon in order to preserve long-term real purchasing power of the fund's assets.
2. Long-term growth of capital – to emphasize long-term growth of principal while avoiding excessive risk.

The College's endowment spending policy allows for an annual distribution of up to 5% of the rolling average of the preceding 12 quarters' market value of eligible endowments in the investment pool. In practice, however, the College's actual endowment distribution has been less than 1% of eligible assets.

PENSION PROGRAM

The College has a defined contribution pension plan for all eligible employees. Pension obligations under the plan are funded each pay period by the College as they become due. Contributions are applied to annuities for each participant by the Teacher Insurance and Annuity Association ("TIAA"). College contributions are dependent upon employee contributions in accordance with a schedule of percentages in the plan agreement. Employee contributions are normally made on a pre-tax basis unless an after tax agreement is so authorized by the employee. The College's contributions to the plan for the year ended June 30, 2021 totaled $5,543,603.

The College funds a pension plan for all eligible employees in the SEIU Local 200 Union by participating in the pension plan provided by the 1199 Health Care Employees Pension Fund. The College's contribution is a fixed percentage of monthly gross wages for all employees covered under the agreement. The College's contributions for the year ended June 30, 2021 totaled $662,763.

The College has contractual deferred compensation plans for certain employees that provide for cash payments at the end of the employment contract which are not guaranteed. The cost of the plans is being accrued over the period of active employment from the contract date. The liability under the agreements is determined based on the contributions required by the plans. The plans require that the contributions be deposited in separate investment accounts. The assets related to these plans are maintained at TIAA-CREF, and are included in investments on the accompanying consolidated statements of financial position. For the year ending June 30, 2021, the College maintained two such plans and the obligation related to and fair value of the assets of these plans was $401,534. Total contributions to these plans for the year ended June 30, 2021 totaled $110,000.

POST-RETIREMENT BENEFITS

The College sponsors post-retirement medical benefits for full-time employees and their spouses who satisfy pre-defined prior coverage, age, and years of service conditions. The benefit is offered in the form of annual payments from the College to a health reimbursement account ("HRA") set up in the retiree or spouse's name, which can be used to purchase insurance coverage through a private insurance exchange that the College has engaged to coordinate retirees' access to private insurance plans. The amount of the annual HRA contribution is graduated based on the retirees' prior years of active service with the College.

The College offers post-retirement dental benefits to a small group of retirees electing dental but not medical coverage.

The College also offers life insurance benefits for a group of retirees, whereby retirees were eligible for a $5,000 life insurance benefit from the College if their date of retirement was before January 1, 2019 and they did not previously decline life insurance coverage. Active employees retiring on or after January 1, 2019 are not eligible for post-employment life insurance benefits.

The following table provides a reconciliation of the changes in the three plans' benefit obligation and fair value of assets for the year ended June 30, 2021:

Reconciliation of benefit obligation:	
Obligation at beginning of year	$ 10,949,553
Service cost, including expenses	344,604
Interest cost	232,938
Plan participants' contributions	1,819
Actuarial gain	(1,510,717)
Benefits payments and expected expenses	(390,670)
Medicare Part D reimbursements	-
Obligation at end of year	$ 9,627,527
Reconciliation of fair value of plan assets:	
Fair value of plan assets at beginning of year	-
Employer contributions	388,851
Plan participants' contributions	1,819
Benefit payments and actual expenses	(390,670)
Medicare Part D reimbursements	-
Fair value of plan assets at end of year	-
Unfunded status at end of year	$ 9,627,527

PROPERTIES AND FACILITIES

The College's 210-acre campus currently consists of 47 buildings including 17 student housing facilities. The College has made capital expenditures of more than $170 million over the 2016- 2021 period to maintain and improve its campus environment. In addition, the College maintains a regular schedule of facilities and infrastructure maintenance, and as a result, the College has minimal deferred maintenance.

Significant capital projects completed in the last five years include:

- Over the period fall 2016 to spring 2018, Marist opened four new housing facilities to provide housing for approximately 789 students totaling approximately 329,400 square feet. The housing facilities feature four person apartments with single bedrooms and a common bathroom, living room, and kitchenette. Building amenities include community lounges, study lounges, laundry facilities, a retail food service operation and fitness center.

- In 2018, the College completed interior and exterior renovations to the 12,610 gross square foot Steel Plant building and the construction of a 35,656 gross square foot addition. The Steel Plant houses a gallery, administrative and instructional space, and serves as the home of the Fashion Department and the Department of Art & Digital Media.

- In 2020, the College completed the McCann Center project, which consisted of demolition of an existing structure, construction of a 64,000 gross square foot addition, and renovations. The McCann Center houses athletic and recreational facilities, as well as administrative offices.

In June 2018, the College purchased an approximately 18,000 square foot commercial office condominium located at 420 Fifth Avenue in Manhattan, which was intended to serve as a central New York City location for academic offerings for graduate students, working adults, and corporate programs. During the year ended June 30, 2020, the Board of Trustees decided to cease using the space and obtained an appraisal to determine the fair value of the asset. Working with an experienced New York City commercial broker, the College began to actively market the asset for sale. Based on a recent market valuation, the College wrote down the value of the asset by $2.2 million to reflect a market value of $19,500,000 in 2021. The asset is represented on the College's consolidated statement of financial position as "Assets Held for Sale."

LAND, BUILDINGS AND EQUIPMENT

The following table outlines the land, buildings and equipment of the College for the fiscal years listed below:

	2017	2018	2019	2020	2021
Land	$ 14,759,624	$ 17,264,403	$ 17,340,329	$ 17,239,362	$ 17,239,362
Art work and collectibles	7,810,526	7,851,125	7,851,125	7,851,125	7,877,625
Buildings and building improvements	459,567,399	542,265,221	573,420,071	588,867,591	591,710,847
Equipment, furniture, and fixtures	68,082,005	72,785,717	77,604,809	80,828,430	80,587,207
Equipment acquired under finance leases	1,249,681	1,249,681	2,854,685	2,854,685	3,431,853
	551,469,235	641,416,147	679,071,019	697,641,193	700,846,894
Less accumulated depreciation	(193,936,305)	(212,427,921)	(230,333,955)	(248,035,110)	(267,017,134)
Land, buildings, and equipment, net	$ 357,532,930	$428,988,226	$ 448,737,064	$449,606,083	$433,829,760

THE DYSON CENTER PROJECT

The Dyson Center, which houses the College's School of Management and School of Social and Behavioral Sciences, will undergo an extensive expansion and reconstruction to double the footprint to 110,000 square feet from the current 54,000 square feet. The new facility, designed by Ann Beha Architects, will feature a 155-seat venue, with enhanced acoustic treatments and presentation capabilities, state-of-the-art classrooms, and special research labs for cognitive, developmental, and social psychology. The College's Career Services Center, which provides Marist students with career counseling and internship placements, and the Student Investment Center, which provides Marist finance students with a fully functional trading floor, will also relocate to the new building. The expansion will include a new café and lounge, as well as multi-purpose gathering spaces, to create a dynamic, collaborative environment for faculty and students. A portion of the proceeds of the Series 2022 Bonds will be applied to finance costs of the Dyson Center project. See "THE PROJECT" in the Official Statement.

LONG TERM OUTSTANDING INDEBTEDNESS

Long-term debt consists of the following at June 30, 2021:

Description	Maturity Date	Par Outstanding
Dutchess County Industrial Development Agency		
Series 2008 Variable Rate Demand Bonds	July 1, 2038	$14,405,000
Dutchess County Local Development Corp:		
Series 2012-A Fixed Rate Revenue Bonds	July 1, 2021	2,070,000
Series 2013-A Fixed Rate Revenue Bonds	July 1, 2043	12,575,000
Series 2013B-1 Bank Variable Rate Revenue Bonds	July 1, 2028	3,733,354
Series 2013B-2 Bank Variable Rate Revenue Bonds	July 1, 2028	5,701,902
Series 2013B-3 Bank Variable Rate Revenue Bonds	July 1, 2035	12,555,629
Series 2015-A Fixed Rate Revenue Bonds	July 1, 2045	76,520,000
Series 2016 Bank Variable Rate Revenue Bonds	July 1, 2031	10,340,000
Series 2018 Fixed Rate Revenue Bonds	July 1, 2048	35,790,000
Total long-term debt, principal		**$173,690,885**

As of January 1, 2022, the College's outstanding long-term debt is $167.3 million (unaudited), reflecting principal payments made July 1, 2021.

The Series 2008 Bonds are secured by a letter of credit issued by TD Bank, N.A. that expires in January 2025.

In 2013, TD Bank, NA (the "Purchaser") purchased the Dutchess County Local Development Corporation's (the "Issuer") Revenue Bonds, Series 2013 B-1, 2013 B-2 and 2013 B-3 (the "2013B Bonds"). The 2013B Bonds refunded the College's Series 1998-A, 1999-A and 2005-A Bonds which were weekly variable rate bonds enhanced by letters of credit. The 2013B Bonds are variable rate bonds with monthly interest rate re- set as a percentage of LIBOR plus a credit spread, with tiered pricing, with both interest and principal payable monthly; the maturity of the 2013B Bonds matched the original maturity of the respective refunded bonds. The Purchaser can tender the 2013B Bonds to the College for purchase on September 12, 2023 provided that it has provided at least 120 days' notice to the College. The 2013B Bonds are secured by a Bond Purchase and Loan Agreement by and between the Issuer, the Purchaser, and the College which provides for an unconditional College obligation to make debt service payments. The 2013B Bonds are not secured by a security interest in the College's revenues, real property or a reserve fund. However, upon an event of default, the College has agreed to provide the Purchaser with a mortgage on a portion of its real property. The 2013B Bonds' Events of Default include non-payment, covenant breaches, bankruptcy, judgments, orders or decrees which could result in a material adverse impact and defaults with other material debt obligations of the College. The 2013B Bonds also contain certain financial covenants including an annual liquidity covenant defined as unrestricted and temporarily restricted liquid assets to long-term debt, of 0.45:1.00 and an additional bonds test of maximum annual debt service on pro-forma debt of less than 10% of the College's unrestricted operating revenues.

In 2016, the College converted the Series 2000-A Bonds totaling $13,795,000 from variable rate demand bonds to revenue bonds (the "Series 2016 Bonds"), whereby TD Bank, N.A. became the sole holder of these bonds until they expire in 2031. The Series 2016 Bonds are variable rate bonds with monthly interest that resets as a percentage of LIBOR plus a credit spread, with tiered pricing. Principal payments will be made annually through July 1, 2031. The Series 2016 Bonds also contain certain financial covenants including an annual liquidity covenant defined as unrestricted cash and investments to long-term debt of not less than 0.45:1.00, a debt service coverage covenant of 1.00:1.00, and an additional bonds test of maximum annual debt service on pro-forma debt of less than 10% of the College's unrestricted operating revenues and maintenance of debt service coverage of 1.0 times on a pro-forma basis. Upon defeasance of the College's Series 2013A Bonds the annual debt service coverage covenant and the additional bonds test will no longer be applicable to the Series 2016 Bonds. The Series 2016 Bonds are not secured by a security interest in the College's revenues, real property or a reserve fund, and there is no associated agreement by the College to provide a mortgage upon an event of default.

The College is a party to an interest rate swap agreement (the "Swap Agreement") with Morgan Stanley Capital Services, Inc. (the "Counterparty"). The notional principal amount of the swap was $33,015,000 at June 30, 2021. The Swap Agreement matures on July 1, 2035. Under the terms of the Swap Agreement, the College is obligated to pay the Counterparty a fixed rate of 3.42% and the Counterparty will pay the College a variable interest rate at 68% of the London Interbank Offered Rate (LIBOR) (0.8834% at June 30, 2017). The Swap Agreement requires the College to post cash collateral if the swap value exceeds a $10 million liability for the College. As of June 30, 2021, the swap value represented a $4.8 million liability of the College. As of January 31, 2022 (unaudited), the swap value represented a $3.7 million liability of the College.

INSURANCE

The College carries a broad range of property and general liability coverage, including Directors' and Officers' liability coverage, in amounts customary for institutions of the size of the College. Insurance presently in effect on the College's property is written on an all-risk policy with a limit of over $475 million for buildings and contents.

CYBERSECURITY

The College has a dedicated Cybersecurity Team comprised of two full-time employees, one full-time fellow, and three student employees. The team is responsible for maintaining the confidentiality, integrity, and availability of electronic information and manages the projects, tasks, and daily operational work that reduce the College's overall risk profile and improves the security of all students, faculty, staff, and other community members. The Information Security Program is managed by the Director of Cybersecurity, a member of the Information Technology Leadership team reporting to the Chief Information Officer.

The College uses many security technologies to protect its assets from cyberattacks. The Cybersecurity Team manages a robust security information and event management (SIEM) system that detects and remediates threats through log analysis, third party threat intelligence, and automated actions. Every business-owned computer has endpoint protect software to detect and remove viruses, malware, and ransomware. Cloud-based DNS protects all devices connected to the wired and wireless networks, including personally-owned and guest devices, from connecting to malicious websites. Critical systems and services are distributed among multiple datacenter, and all on-premises systems are regularly backed up. Central authentication is protected by Multi-Factor Authentication.

The College partners with third-party vendors for formalized risk assessments, penetration testing, and vulnerability scanning. The College also carries a cyber risk insurance policy.

LITIGATION

There is no litigation or other claims outstanding or, to the College's knowledge, threatened, that in the judgment of the College, could have a material adverse effect on the College's financial position.

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APPENDIX B

Consolidated Financial Statements of the College and Affiliates as of and for the years ended June 30, 2020 and 2021

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Consolidated Financial Statements and Report of Independent Certified Public Accountants

Marist College and Affiliates

June 30, 2021 and 2020

Contents

	Page
Report of Independent Certified Public Accountants	3
Consolidated Financial Statements	
Consolidated statements of financial position as of June 30, 2021 and 2020	5
Consolidated statement of activities for the year ended June 30, 2021	6
Consolidated statement of activities for the year ended June 30, 2020	7
Consolidated statements of cash flows for the years ended June 30, 2021 and 2020	8
Notes to consolidated financial statements	9

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
Marist College and Affiliates

Report on the consolidated financial statements

We have audited the accompanying consolidated financial statements of Marist College and Affiliates (the "College"), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the consolidated financial statements
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility
Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the College's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the College's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Grant Thornton

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Marist College and Affiliates as of June 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

New York, New York
November 19, 2021

Marist College and Affiliates

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of June 30, 2021 and 2020

	2021	2020
ASSETS		
Cash and cash equivalents	$ 70,292,671	$ 35,458,326
Short-term investments	16,655,595	23,148,543
Accounts receivable, net	2,801,222	4,238,880
Contributions receivable, net	4,251,468	5,739,100
Deposits with bond trustees	7,784,759	7,663,684
Other assets	1,899,488	1,750,663
Student loans receivable	3,995,681	4,993,921
Assets held in charitable remainder trust	554,270	509,390
Investments	416,457,408	312,536,578
Right-of-use lease assets	1,927,619	-
Assets held for sale	19,500,000	22,103,858
Construction in progress	4,347,966	4,186,604
Land, buildings and equipment, net	433,829,760	449,606,083
Total assets	$ 984,297,907	$ 871,935,630
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued liabilities	$ 25,990,972	$ 28,341,848
Deferred income	9,930,289	10,059,105
Annuities payable	335,231	284,991
Finance lease liabilities	981,252	986,289
Operating lease liabilities	1,989,383	-
U.S. government advances refundable	3,979,388	4,950,976
Bonds payable, net	184,245,432	191,781,307
Note payable	384,000	384,000
Accrued post-retirement benefits	9,627,527	10,949,553
Interest rate swap obligation	4,839,276	6,806,346
Total liabilities	242,302,750	254,544,415
Net assets		
Without donor restrictions	629,330,803	526,886,005
With donor restrictions		
Restricted by time or purpose	71,516,252	50,849,360
Perpetual in nature	41,148,102	39,655,850
Total with donor restrictions	112,664,354	90,505,210
Total net assets	741,995,157	617,391,215
Total liabilities and net assets	$ 984,297,907	$ 871,935,630

The accompanying notes are an integral part of these consolidated financial statements.

Marist College and Affiliates

CONSOLIDATED STATEMENT OF ACTIVITIES

For the year ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Operating revenues			
Tuition, fees, room and board, net	$ 185,051,047	$ -	$ 185,051,047
Government grants	9,234,199	-	9,234,199
Private grants and contracts	1,036,810	-	1,036,810
Contributions	2,275,102	2,294,707	4,569,809
Investment return designated for operations, net	2,156,362	3,129,449	5,285,811
Other income	2,787,930	-	2,787,930
Net assets released from restrictions	2,868,109	(2,868,109)	-
Total operating revenues	205,409,559	2,556,047	207,965,606
Operating expenses			
Instructional	71,385,565	-	71,385,565
Research	148,909	-	148,909
Public service	509,692	-	509,692
Academic support	16,391,400	-	16,391,400
Student services	36,725,296	-	36,725,296
Institutional support	18,006,313	-	18,006,313
Scholarships and fellowships	2,418,943	-	2,418,943
Auxiliary enterprises	38,381,021	-	38,381,021
Total operating expenses	183,967,139	-	183,967,139
Changes in net assets from operating activities	21,442,420	2,556,047	23,998,467
Nonoperating activities			
Net gain on disposal of fixed assets	30,599	-	30,599
Write down of assets held for sale	(2,209,233)	-	(2,209,233)
Net investment return in excess of amounts designated for operations	79,657,788	19,479,532	99,137,320
Net loss from Sprout Creek Farm, Inc.	(64,655)	-	(64,655)
Change in value of interest rate swap obligation	1,967,070	-	1,967,070
Payment to beneficiaries	-	(69,245)	(69,245)
Post-retirement related changes other than net periodic benefit costs	1,813,619	-	1,813,619
Changes to donor’s restriction/net asset class	(192,810)	192,810	-
Changes in net assets from nonoperating activities	81,002,378	19,603,097	100,605,475
CHANGE IN NET ASSETS	102,444,798	22,159,144	124,603,942
Net assets, beginning of year	526,886,005	90,505,210	617,391,215
Net assets, end of year	$ 629,330,803	$ 112,664,354	$ 741,995,157

The accompanying notes are an integral part of this consolidated financial statement.

Marist College and Affiliates

CONSOLIDATED STATEMENT OF ACTIVITIES

For the year ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Operating revenues			
Tuition, fees, room and board, net	$ 195,793,110	$ -	$ 195,793,110
Government grants	5,507,147	-	5,507,147
Private grants and contracts	937,200	-	937,200
Contributions	2,092,924	4,469,992	6,562,916
Investment return designated for operations, net	2,723,764	2,923,537	5,647,301
Other income	5,413,543	-	5,413,543
Net assets released from restrictions	2,789,673	(2,789,673)	-
Total operating revenues	215,257,361	4,603,856	219,861,217
Operating expenses			
Instructional	83,150,936	-	83,150,936
Research	139,609	-	139,609
Public service	573,507	-	573,507
Academic support	16,276,316	-	16,276,316
Student services	39,426,546	-	39,426,546
Institutional support	21,451,600	-	21,451,600
Scholarships and fellowships	1,602,703	-	1,602,703
Auxiliary enterprises	36,366,936	-	36,366,936
Total operating expenses	198,988,153	-	198,988,153
Changes in net assets from operating activities	16,269,208	4,603,856	20,873,064
Nonoperating activities			
Net gain on disposal of fixed assets	145,837	-	145,837
Net investment return (loss) in excess of amounts designated for operations	8,179,245	(402,276)	7,776,969
Net loss from Sprout Creek Farm, Inc.	(1,015,331)	-	(1,015,331)
Change in value of interest rate swap obligation	(1,665,486)	-	(1,665,486)
Payment to beneficiaries	-	(17,919)	(17,919)
Post-retirement related changes other than net periodic benefit costs	56,084	-	56,084
Changes to donor's restriction/net asset class	11,666	(11,666)	-
Changes in net assets from nonoperating activities	5,712,015	(431,861)	5,280,154
CHANGE IN NET ASSETS	21,981,223	4,171,995	26,153,218
Net assets, beginning of year	504,904,782	86,333,215	591,237,997
Net assets, end of year	$ 526,886,005	$ 90,505,210	$ 617,391,215

The accompanying notes are an integral part of this consolidated financial statement.

Marist College and Affiliates

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended June 30, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Changes in net assets	$ 124,603,942	$ 26,153,218
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Nonoperating items:		
Contributions restricted for investment in endowment	(412,232)	(3,803,624)
Gifts of stock	(131,184)	(146,321)
Interest and dividends restricted for endowment	(932,283)	(1,262,839)
Net realized gain on investments	(25,824,006)	(7,773,376)
Net realized loss (gain) on short-term investments	26,992	(903)
Net investment (gain) loss on assets held in charitable remainder trust	(44,880)	49,413
Noncash items:		
Depreciation	19,620,160	19,873,530
Amortization of bond issuance costs	122,902	122,904
Amortization of bond premium	(678,953)	(718,444)
Bad debt expense	(80,553)	51,050
Net unrealized gain on investments	(52,812,301)	(3,367,909)
Net unrealized loss (gain) on short-term investments	130,249	(397,830)
Net (gain) loss on interest rate swap obligation	(1,967,070)	1,665,486
Non-cash contributions	(26,500)	-
Non-cash lease expense	61,764	-
Gain on disposal of fixed assets	(30,599)	(145,837)
Write down of assets held for sale	2,209,233	-
Accrued post-retirement benefits	(1,322,026)	411,573
(Increase) decrease in:		
Accounts receivable	1,437,658	1,332,450
Contributions receivable	1,568,185	290,990
Other assets	(148,825)	42,381
Increase (decrease) in:		
Accounts payable and accrued liabilities	(1,114,511)	6,692,522
Deferred revenue	(128,816)	(1,725,330)
Annuities payable	50,240	79,236
Net cash provided by operating activities	64,176,586	37,422,340
Cash flows from investing activities:		
Proceeds from sales and maturities of investments	97,352,329	105,059,326
Purchases of investments	(122,505,668)	(109,573,748)
Purchase of short-term investments	(5,491,523)	(12,030,291)
Proceeds from sale of short-term investments	11,827,230	10,881,382
Proceeds from sale of fixed assets	448,140	947,466
Purchase of property and equipment	(4,660,812)	(30,488,925)
Repayments on student loans	998,240	999,785
Net cash used in investing activities	(22,032,064)	(34,205,005)
Cash flows from financing activities:		
Repayments of principal on indebtedness	(6,979,824)	(6,684,070)
Repayment of principal on finance lease liabilities	(582,205)	(390,790)
Repayments of funds on U.S. government advances	(971,588)	(1,033,419)
Change in deposits with bond trustees	(121,075)	11,661,755
Interest and dividends restricted for endowment	932,283	1,262,839
Contributions restricted for investment in endowment	412,232	3,803,624
Net cash (used in) provided by financing activities	(7,310,177)	8,619,939
NET INCREASE IN CASH AND CASH EQUIVALENTS	34,834,345	11,837,274
Cash and cash equivalents, beginning of year	35,458,326	23,621,052
Cash and cash equivalents, end of year	$ 70,292,671	$ 35,458,326
Supplemental cash flow information:		
Cash paid during the year for interest	$ 7,002,358	$ 7,220,449
Purchases of land, buildings and equipment within accounts payable and accrued liabilities	$ 7,092,497	$ 8,328,862
Assets acquired in finance lease	$ 577,168	$ -

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Marist College (the "College") is an independent, comprehensive institution located on a 210 acre main campus in the Hudson River Valley of New York, a branch campus in Florence, Italy, and educational offerings around the world through its online and study abroad programs. Marist is dedicated to helping students develop the intellect, character and skills required for enlightened, ethical, and productive lives in the global community of the 21st century.

The consolidated financial statements of the College have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include the accounts of the College's wholly owned subsidiaries, Sprout Creek Farm, Inc., Marist Real Property Service, Inc., Marist Real Property Service II, Inc., and VAYU, LLC. All significant intercompany transactions have been eliminated. Marist Real Property Services, Inc. and Marist Real Property Services II, Inc. are corporations that were formed by the College to purchase and hold real estate for the benefit and use of the College. The College is the single member of VAYU, LLC which holds real and personal property in Esopus, New York. Sprout Creek Farm, Inc. (the "Farm") is a New York 501(c)3 corporation which has provided educational experiences for children and adults. The College took over control of the Farm in January 2018. During the year ended June 30, 2020 all operations of the Farm were ceased (see Note 25).

Basis of Presentation

Resources are reported for accounting purposes in separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying consolidated financial statements, net assets that have similar characteristics have been combined into the following categories:

<u>Net Assets Without Donor Restrictions</u>

Net assets without donor restrictions are net assets that are not subject to donor-imposed stipulations. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties (see also Notes 16 and 17).

<u>Net Assets With Donor Restrictions</u>

Net assets with donor restrictions are net assets subject to donor-imposed stipulations that will be met either by actions of the College and/or the passage of time. The College reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends and/or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. Net assets with donor restrictions also include earnings on donor-restricted endowment funds that have not yet been appropriated by the College's Board of Trustees for expenditure. Net assets with donor restrictions also include gifts from donors who stipulate that their donated resources be maintained in perpetuity by the College. Generally, the College is permitted to expend part or all of the income and gains derived from these donated assets, restricted only by donors' stipulations.

Fair Value Measurements

The College follows guidance that provides a consistent definition of fair value which focuses on an exit price between market participants in an orderly transaction.

The guidance also prioritizes, within the measurement of fair value, the use of market-based information over entity-specific information and establishes a three-level hierarchy for fair value measurements based on the transparency of information used in the valuation of the respective asset or liability as of the measurement date.

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level 1 - Quoted prices are available in active markets for identical investments as of the reporting date. The types of investments in Level 1 include listed equities held in the name of the College, and exclude listed equities and other securities held indirectly through commingled funds;

Level 2 - Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies; and

Level 3 - Pricing inputs are unobservable for the investment and include situations where there is little, if any, market activity for the investment. The inputs used in the determination of fair value require significant management judgment or estimation. Investments that are included in this category generally include privately held investments, partnerships and similar interests.

The categorization of a financial instrument within the fair value hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to the College's perceived risk of that instrument. As permitted by Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Subtopic, 820-10, the College has excluded investments that are measured at fair value using the net asset value ("NAV") per share practical expedient from the fair value hierarchy.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments consisting of demand deposit accounts, money market funds, and debt instruments with original maturities of three months or less at the time of purchase. Cash and cash equivalents held in the investment portfolio are excluded as a result of the College's intent to segregate these designated funds from cash available for current operations.

Accounts Receivable

Accounts receivable include student accounts receivable, grants receivable and other receivables and are reported net of allowance for doubtful accounts. The College provides for potentially uncollectible amounts through a provision for bad debts and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Receivables are written-off when deemed uncollectible and payments subsequently collected are recorded as revenue in the period received.

Revenue Recognition and Receivables

In accordance with FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), the College recognizes revenue when control of the promised goods or services are transferred to the College's students or outside parties in an amount that reflects the consideration the College expects to be entitled to in exchange for those goods or services. The standard outlines a five-step model whereby revenue is recognized as performance obligations within a contract are satisfied.

ASC 606 also requires expanded disclosures regarding revenue recognition to ensure an understanding as to the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The College has identified student revenues, sales and services of educational activities and sales of other auxiliary enterprise revenue as revenue categories subject to the adoption of ASC 606. The College recognizes contracts with customers, as goods or services transferred or provided in accordance with ASC 606.

Tuition revenues for the fall and spring terms are recognized in the academic semester to which they relate. Revenues and expenses relating to summer session activities are recognized as earned. The carrying value of student receivables has been reduced by an appropriate allowance for uncollectible accounts, based on historical collection experience and therefore approximates net realizable value. Receivables are written-off in the period in which they are deemed uncollectible.

The College also generates other revenue through Cloud Computing and Analytics contracts, NCAA and MAAC distributions as part of the athletics program, as well as various camps and events on campus. Generally, this revenue is recognized over time with the completion of the specific performance obligations.

Contributions, Grants and Contracts

The College recognizes revenue from contributions, grants and contracts in accordance with Accounting Standards Update ("ASU") 2018-08, Not-For-Profit Entities (Topic 958): *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Accordingly, the College evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, the College applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, the College evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before the College is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

Unconditional contributions are recognized as revenues when donors' commitments are received. Contributions of assets other than cash are recorded at their estimated fair value. Conditional pledges are recognized as revenues when conditions are substantially met.

Contributions, including unconditional promises to give (pledges), are reported as revenues in the period received or pledged. Pledges, less an allowance for uncollectible amounts, are recorded as receivables at the net present value, determined using a credit-adjusted rate. Amortization of the discount is recorded as additional contribution revenue in accordance with the donor-imposed restrictions, if any. Restricted pledges are reported as additions to the with donor restrictions' net asset class. Contributions of cash or other assets that must be used to acquire or construct long-lived assets are reported with donor restrictions until the assets are placed in service.

Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. The College has recorded revenue from conditional promises of $110,000 and $126,304 for the years ended June 30, 2021 and 2020, respectively, as the conditions on these pledges have been met. There were $100,000 of conditional pledges received during the year ended June 30, 2021.

Contributions with donor-imposed restrictions are reported as revenues restricted by time or purpose and are released to net assets without donor restrictions when donor-imposed restrictions are satisfied.

Contributions restricted for the acquisition of land, buildings and equipment or for the construction of assets are reported as revenues with donor restrictions. These contributions are released to net assets upon acquisition of the assets or when the assets are placed into service.

Government grants and contracts have been deemed to be conditional contributions. Accordingly, revenue is recognized when conditions have been met, that is, generally as related costs are incurred under the grant or contract. Amounts expended in excess of reimbursements are reported as accounts receivable on the consolidated statements of financial position.

Student Loans Receivable and U.S. Government Advances Refundable

Student loans receivable are carried at unpaid principal balances, which represent net realizable value. These loans have mandated interest rates and repayment terms subject to significant restrictions as to their transfer and disposition. Amounts received from the federal government to fund a portion of the student loans are ultimately refundable to the federal government and are classified as U.S. Government advances refundable in the consolidated statements of financial position.

Investments

The estimated fair value of investments is based on quoted market prices, except for certain investments, principally limited partnerships and similar interests, for which quoted market prices are not available. The estimated fair value of limited partnerships and similar investments is based on valuations provided by external investment managers as of the measurement date. Because alternative investments are not readily marketable, their estimated fair value is subject to uncertainty and therefore may differ from the value that would have been used had a ready market for such investments existed. Such differences could be material.

Investment securities are exposed to various risks, such as interest rate, market, economic conditions, world affairs and credit risks. Due to the level of risk associated with certain investment securities, it is possible that changes in their values could occur in the near term and such changes could materially affect the reported amounts in the consolidated financial statements.

Deposits with Bond Trustees

Deposits with bond trustees represent funds held by designated bond trustees for debt service payments and construction building projects. Deposits with trustees are held in cash, money market funds, and fixed income and are recorded at fair value as of June 30, 2021 and 2020.

Land, Buildings and Equipment

Land, buildings and equipment purchased in excess of $5,000 are recorded at cost or, if donated, at fair value at the date of the donation. Depreciation is computed on a straight-line basis, using the half-year convention, over the estimated useful lives of the related assets as follows:

	Years
Buildings and building improvements	20 - 45
Ground improvements	15 - 20
Equipment, furniture and fixtures	3 - 10
Library books	5
Vehicles	5

Works of art, historical treasures and similar assets (collectively, “collections”) have been recognized at their estimated fair value based upon appraisals or similar valuations at the date of acquisition or donation. Collections are capitalized but not depreciated.

The College has capitalized its collections since its inception. If purchased, items accessioned into the collection are capitalized at cost and, if donated, they are capitalized at their fair value as of the accession date. Gains or losses on the deaccession of collection items are classified on the consolidated statements of activities as with or without donor-restricted support depending on donor restrictions, if any, placed on the item at the time of accession.

Deferred Income

Deferred income primarily consists of tuition and matriculation deposits and other payments for upcoming semesters that have been billed and/or received prior to the fiscal year end.

Interest Rate Swap Obligation

The College makes limited use of derivative financial instruments, specifically an interest rate swap, for the purpose of managing interest rate risks associated with its variable rate debt obligations. An interest rate swap agreement is used to mitigate the variability of future changes in net assets and cash flows caused by movement in interest rates. The differentials paid or received on the interest rate swap agreement are recognized as adjustments to interest expense. The reported fair value of the interest rate swap obligation represents the cost to terminate the agreement at the measurement date, taking into account current and projected market interest rates. Changes in fair value are reported as part of nonoperating activities on the consolidated statements of activities.

Conditional Asset Retirement Obligation

The College is required to recognize the costs associated with the eventual remediation and abatement of asbestos located within the construction of certain of its buildings. However, based on the results of surveys performed by independent environmental consultants, the College concludes that the cost of remediation is immaterial to the accompanying consolidated financial statements and, accordingly, has not recognized a liability for this obligation as of June 30, 2021 and 2020.

Functional Expenses

Facilities operations and maintenance expenses, depreciation and amortization of plant assets and interest on long-term debt are allocated to program and supporting activities based on the primary use of the facilities (see Note 20).

Income Taxes

Tax effects from an uncertain tax position are recognized in the consolidated financial statements only if the position is “more-likely-than-not” to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged. The College is exempt from income tax under Internal Revenue Code (the “Code”) Section 501(c)(3), though it is subject to tax on income unrelated to its exempt purposes, unless that income is otherwise excluded by the Code.

Advertising

Advertising costs are expensed as incurred. Advertising expense amounted to $1,496,864 and $1,816,464 for the years ended June 30, 2021 and 2020, respectively. Such amounts are included in student services on the accompanying consolidated statements of activities.

Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities. In addition, estimates and assumptions are used to determine disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in the determination of depreciation, post-retirement benefits, allowance for doubtful accounts, contributions receivable, certain accrued liabilities and certain overhead allocations, among others.

Concentrations of Credit Risk

The College maintains its cash and money market funds with high credit quality financial institutions, which at times may exceed federally insured limits. The College has not experienced, nor does it anticipate, any losses with respect to such accounts. The College has a significant investment in equities, fixed income securities, mutual and exchange-traded funds and alternative investments, both marketable and non-marketable, and is therefore subject to concentrations of credit risk.

Measure of Operations

The accompanying consolidated statements of activities present the changes in net assets distinguishing between operating and nonoperating activities. Operating activities principally include all revenues and expenses that relate to the College's educational programs, research, training and supporting activities. Operating revenues also include investment return pursuant to the College's spending rate policy earned on long-term investments held for endowment and similar purposes.

The College has defined nonoperating activities principally to include investment income earned, and gains and losses on investments held for long-term purposes, net of amounts distributed to support operations in accordance with the endowment spending policy; gains or losses on its interest rate swap obligation; activities related to the Farm; and activity related to post-retirement benefit plans. Certain other gains and losses considered to be of a more unusual or non-recurring nature are also included as part of nonoperating activities.

New Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-02, *Leases (Topic 842)*. This guidance is intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the consolidated statements of financial position and disclosing key information about leasing arrangements. ASU 2016-02 requires not-for-profit lessees to report a right-of-use ("ROU") asset along with a lease liability.

The College adopted ASU 2016-02 effective July 1, 2020 and, as a result, the accompanying consolidated statement of financial position as of June 30, 2021 includes the ROU assets and lease liabilities, which are not reflected in the accompanying consolidated statement of financial position as of June 30, 2020 (see Note 24). The College elected to apply practical expedients allowing it to: (1) not reassess whether any expired or existing contracts previously assessed as not containing leases are, or contain, leases; (2) not reassess the lease classification for any expired or existing leases; and (3) not reassess initial direct costs for any existing leases. The College also elected to apply the practical expedient to use hindsight in determining the lease term. The adoption of Topic 842 did not have a material impact on the College's consolidated financial statements.

In March 2020, the FASB issued ASU No. 2020-04, *Facilitation of the Effects of Reference Rate Reform on Financial Reporting* ("ASU 2020-04"). ASU 2020-04 provides optional expedients and exceptions for applying U.S. GAAP to contracts and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate expected to be discontinued as a result of reference rate reform. The provisions of ASU No. 2020-04 are effective for certain reference rate-related contract modifications that occur during the period March 12, 2020 through December 31, 2022. Management is currently evaluating the impact, if any, of applying ASU 2020-04.

Subsequent Events

The College evaluated its June 30, 2021 consolidated financial statements for subsequent events through November 19, 2021, the date the consolidated financial statements were issued. Except as disclosed in Note 11, the College is not aware of any other subsequent events which would require recognition or disclosure in the consolidated financial statements.

NOTE 2 - SHORT-TERM INVESTMENTS

Short-term investments consist of certificates of deposit with original maturities of greater than 90 days and short-term corporate and municipal bond funds maturing within a 5 year period in accordance with the short-term investment policy. The fair value as of June 30, 2021 and 2020 is $16,655,595 and $23,148,543, including $130,249 and $397,830 in unrealized depreciation and appreciation, respectively.

NOTE 3 - ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, consists of the following at June 30, 2021 and 2020:

	2021	2020
Student accounts receivable	$ 1,265,451	$ 1,154,229
Less: allowance for doubtful accounts	(265,700)	(213,500)
	999,751	940,729
Grants and contracts receivable	996,820	2,135,576
Other receivables	804,651	1,162,575
Accounts receivable, net	$ 2,801,222	$ 4,238,880

NOTE 4 - CONTRIBUTIONS RECEIVABLE, NET

Contributions receivable, net, consists of unconditional promises to give and are summarized as follows at June 30, 2021 and 2020:

	2021	2020
Unconditional promises to give are expected to be collected in:		
Less than one year	$ 1,658,744	$ 2,272,700
One to five years	2,968,677	3,747,078
More than five years	100,000	259,428
	4,754,421	6,279,206
Less:		
Allowance for uncollectible amounts	(398,979)	(479,532)
Discount to present value (with rates ranging from 0.07% to 1.21%)	(103,974)	(60,574)
	$ 4,251,468	$ 5,739,100

At June 30, 2021 and 2020, approximately 69% and 62%, respectively, of gross pledges receivable were due from four donors.

At June 30, 2021 and 2020, the College had outstanding conditional pledges and bequests of $3,075,393 and $3,085,393, respectively, which, in accordance with U.S. GAAP, have not been recorded in the accompanying consolidated financial statements.

NOTE 5 - STUDENT LOANS RECEIVABLE

The College makes uncollateralized loans to students based on financial need. Student loans are funded through federal government loan programs or institutional resources. At June 30, 2021 and 2020, student loans totaled $3,995,681 and $4,993,921, respectively, and represented 0.4% and 0.6% of total assets, respectively.

The College participates in the Federal Perkins revolving loan program. The availability of funds for loans under this program is dependent on reimbursements to the pool from repayments on outstanding loans. Funds advanced by the federal government of $3,979,388 and $4,950,976 at June 30, 2021 and 2020, respectively, are ultimately refundable to the government and are classified as liabilities in the accompanying consolidated statements of financial position. Outstanding loans cancelled under the program result in a reduction of the funds available for future loans and a decrease in the College’s liability to the government.

Amounts due under the Federal Perkins loan program are almost fully guaranteed by the government and, therefore, no reserves are placed on any past due balances. On September 30, 2015, the Federal Perkins Loan Program expired. It was then extended on December 18, 2015 under The Perkins Loan Extension Act of 2015 to permit institutions to issue new loans, under amended guidelines, until September 30, 2017. No new Perkins loans can be issued under this Act subsequent to September 30, 2017. In addition, as part of this Act, prior to October 1, 2017, the College is required to annually return the federal share of excess liquid capital, as defined, to the federal government.

At June 30, 2021 and 2020, the following amounts were past due under student loan programs:

	2021	2020
1-60 days past due	$ 4,703	$ 4,866
60-90 days past due	5,885	8,567
90+ days past due	1,001,231	993,301
Total past due	$ 1,011,819	$ 1,006,734

NOTE 6 - INVESTMENTS

The fair value of investments at June 30, 2021 and 2020, is as follows:

	2021	2020
Endowments and other investible funds:		
Cash and cash equivalents	$ 29,212,170	$ 19,265,803
Investments made in advance	10,250,000	-
Fixed income securities	23,673,423	18,021,667
Domestic equity securities	12,526,591	5,023,906
International equity securities	28,661,837	22,847,163
Commingled fund	177,704,709	150,318,684
Hedge funds	70,377,444	54,456,903
Private equity	63,527,379	41,785,536
Total pooled investments	415,933,553	311,719,662
Operating and other investments:		
Domestic equity securities	292,321	213,401
Investment in TIAA annuities and mutual funds	231,534	603,515
Total operating and other investments	523,855	816,916
Total investments	$ 416,457,408	$ 312,536,578

NOTE 7 - CONSTRUCTION IN PROGRESS

Construction in progress consists of the following at June 30, 2021 and 2020:

	2021	2020
Dyson Center addition/upgrades	$ 4,322,169	$ 3,434,923
Other projects and renovations	25,797	751,681
Total construction in progress	$ 4,347,966	$ 4,186,604

NOTE 8 - LAND, BUILDINGS AND EQUIPMENT, NET AND ASSETS HELD FOR SALE

Land, buildings and equipment consist of the following at June 30, 2021 and 2020:

	2021	2020
Buildings and building improvements	$ 591,710,847	$ 588,867,591
Equipment, furniture and fixtures	80,587,207	80,828,430
Equipment acquired under finance leases	3,431,853	2,854,685
	675,729,907	672,550,706
Less: accumulated depreciation	(267,017,134)	(248,035,110)
	408,712,773	424,515,596
Land	17,239,362	17,239,362
Artwork and collectibles	7,877,625	7,851,125
Land, buildings and equipment, net	$ 433,829,760	$ 449,606,083

The net ROU asset relating to equipment acquired under finance leases is $1,055,767 at June 30, 2021, and is included in land, buildings and equipment in the above chart.

Depreciation expense for the years ended June 30, 2021 and 2020 totaled $19,620,160 and $19,873,530, respectively, and is allocated to functional expense categories on the accompanying consolidated statements of activities (Note 20).

During the year ended June 30, 2020, the Board of Trustees and management decided to cease using space it had purchased in a New York City building, obtained an appraisal to determine the fair value of the asset, and began to actively market the asset for sale. As the appraised value approximated the carrying value, management reclassified the carrying value to assets held for sale, which totaled $21,709,233 at June 30, 2020. During 2021, based on a recent market valuation, the College took a write down of approximately $2.2 million on the New York City building to reflect the current market value of $19,500,000.

In addition, during the year ended June 30, 2020, the College has reclassified the carrying value of a gifted condominium totaling $394,625, which is approximately its fair market value. During the year ended June 30, 2021, the College sold the gifted condominium.

NOTE 9 - PENSION PLANS

Defined Contribution Plans

The College has a defined contribution pension plan for all eligible employees as defined in the "Retirement Resolution." Pension obligations under the plan are funded each pay period by the College as they become due. Contributions are applied to annuities for each participant by the Teachers Insurance and Annuity Association ("TIAA") and/or College Retirement Equities Fund ("CREF"). College contributions are dependent upon employee contributions in accordance with a schedule of percentages in the plan agreement. Employee contributions are normally made on a pre-tax basis unless an after tax agreement is so authorized by the employee. The College's contributions to the plan for the years ended June 30, 2021 and 2020 totaled $5,543,603 and $6,081,120, respectively.

The College funds a pension plan for all eligible employees in the SEIU Local 200 Union by participating in the pension plan provided by the 1199 Health Care Employees Pension Fund. The College's contribution is a fixed percentage of monthly gross wages for all employees covered under the agreement. The College's contributions for the years ended June 30, 2021 and 2020 totaled $662,763 and $748,468, respectively.

Deferred Compensation Plans

The College has deferred compensation plans for several employees based on years of service, which provide for cash payments at the end of the employment contract which are not guaranteed. The cost of the plans is being accrued over the period of active employment from the contract date. The liability under the agreements is determined based on the contributions required by the plans. The plans require annual contributions from $25,000 to $85,000, ranging from one to three years and coincide with the end of the respective employee's contract. The plans require that the contributions be deposited in separate investment accounts. The assets related to these plans are maintained at TIAA-CREF, and are included in investments on the accompanying consolidated statements of financial position. The obligation related to and fair value of the assets of these plans at June 30, 2021 and 2020 was $401,534 and $728,514, respectively, and is included in the accompanying consolidated statements of financial position as part of accounts payable and accrued liabilities. Total contributions to these plans for the years ended June 30, 2021 and 2020 totaled $110,000 and $65,000, respectively.

NOTE 10 - CHARITABLE REMAINDER TRUST

A donor has established and funded a trust under which the College serves as the custodian and trustee. Assets held in this trust are stated separately in the consolidated statements of financial position. The fair value of the assets at June 30, 2021 and 2020 totaled $554,270 and $509,390, respectively. Specified distributions are to be made to a designated beneficiary over the trust's term. Upon termination of the trust, the College receives the assets remaining in the trust. The trust is recorded at the fair value of the trust's assets, less the present value of estimated future payments to be made under the specific terms of the trust and is revalued at the end of each fiscal year.

NOTE 11 - BONDS PAYABLE, NET

Bonds payable, net consists of the following at June 30, 2021 and 2020:

June 30, 2021	Maturity Date	Interest Rate		Total	
Dutchess County Industrial Development Agency					
Series 2008-A Variable Rate Demand Bonds	July 1, 2038	0.09%	*	$ 14,405,000	A
Dutchess County Local Development Corp.					
Series 2012-A Revenue Bonds	July 1, 2021	2.43%		2,070,000	B
Series 2013-A Fixed Rate Bonds	July 1, 2043	4.04%		12,575,000	C
Series 2013B-1 Revenue Bonds	July 1, 2028	0.53%	**	3,733,354	D
Series 2013B-2 Revenue Bonds	July 1, 2028	0.53%	**	5,701,902	D
Series 2013B-3 Revenue Bonds	July 1, 2035	0.53%	**	12,555,629	D
Series 2015-A Revenue Bonds	July 1, 2045	4.09%		76,520,000	E
Series 2016 Revenue Bonds	July 1, 2031	0.61%	**	10,340,000	F
Series 2018 Revenue Bonds	July 1, 2048	3.98%		35,790,000	G
Total principal				173,690,885	
Unamortized bond premium				12,499,431	
Unamortized bond issuance costs				(1,944,884)	
Total bonds payable, net				$ 184,245,432	

June 30, 2020	Maturity Date	Interest Rate		Total	
Dutchess County Industrial Development Agency					
Series 2008-A Variable Rate Demand Bonds	July 1, 2038	1.14%	*	$ 14,970,000	A
Dutchess County Local Development Corp.					
Series 2012-A Revenue Bonds	July 1, 2021	2.43%		4,035,000	B
Series 2013-A Fixed Rate Bonds	July 1, 2043	4.04%		12,910,000	C
Series 2013B-1 Revenue Bonds	July 1, 2028	1.51%	**	4,182,086	D
Series 2013B-2 Revenue Bonds	July 1, 2028	1.51%	**	6,387,244	D
Series 2013B-3 Revenue Bonds	July 1, 2035	1.51%	**	13,211,379	D
Series 2015-A Revenue Bonds	July 1, 2045	4.09%		78,045,000	E
Series 2016 Revenue Bonds	July 1, 2031	1.61%	**	11,140,000	F
Series 2018 Revenue Bonds	July 1, 2048	3.98%		35,790,000	G
Total principal				180,670,709	
Unamortized bond premium				13,178,384	
Unamortized bond issuance costs				(2,067,786)	
Total bonds payable, net				$ 191,781,307	

* The variable interest rate is the interest rate which, in the best judgment of the remarketing agent, is the lowest rate of interest which would permit the remarketing agent to sell such bonds in a secondary market at par plus accrued interest. Amounts shown represent the rate in effect as of June 30, 2021 and 2020.

** The interest rate presented represents the average interest paid directly to TD Bank covering the same period as the financial statements. This rate does not include interest paid related to the interest rate swap with Morgan Stanley.

A. Series 2008-A

On January 1, 2008, the College entered into an agreement with the Dutchess County IDA and Morgan Stanley & Company to issue variable rate demand bonds in the amount of $20,000,000. Proceeds were used to finance construction of additional student townhouses, parking lots and roadways on Fulton Street in Poughkeepsie, New York. Interest is reset weekly by a remarketing agent and payable monthly. Principal payments will be made annually through July 1, 2038 based upon a predetermined schedule. The initial principal payment was $380,000 and gradually increases to $1,065,000 in the final year. The Series 2008-A bonds are secured by a letter of credit issued by TD Bank, N.A. that expires in January 2022. The College's obligation to the letter of credit provider is an unsecured general obligation of the College with a springing mortgage on certain College property upon a default under the bank agreement. The Bonds contain certain financial covenants including an annual liquidity covenant defined as unrestricted cash and investments to long-term debt of not less than 0.45:1.00 which expires upon defeasance of the 2013B Bonds, a debt service coverage covenant of 1.00:1.00 and an additional bonds test which expire upon defeasance of the Series 2012-A and 2013-A Bonds.

B. Series 2012-A

On May 17, 2012, the College entered into an agreement with the Dutchess County Local Development Corporation and RBC Capital Markets to issue fixed rate serial bonds in the par amount of $13,420,000. The College also recorded a premium amount on the bond of $1,995,962. Proceeds were used to refund the Series 2003 bonds issued by the Dutchess County Industrial Development Agency. The Series 2003 bonds were issued to refund the Series 1990 and 1992 bonds issued by the Dormitory Authority of the State of New York. Interest is payable semi-annually based on predetermined interest rates starting at 4.0% in the initial year and increasing to 5.0% in 2017. The last principal payment of $2,070,000 was made on July 1, 2021. The Bonds are unsecured general obligations of the College. Financial covenants include a debt service coverage ratio of 1.00:1.00 and an additional bonds test.

C. Series 2013-A

On March 28, 2013, the College entered into an agreement with the Dutchess County Local Development Corporation and RBC Capital Markets to issue fixed rate serial and term bonds in the par amount of $14,710,000. The College also recorded a premium amount on the bond of $552,546. Proceeds were used to finance construction of multi-purpose academic building in Poughkeepsie, New York. Interest is payable semi-annually based on predetermined interest rates starting at 2.0% in the initial year and increasing to 5.0% in 2033. Principal payments will be made annually through July 1, 2043 based upon a predetermined schedule ranging from $280,000 to $835,000. The Bonds are unsecured general obligations of the College. Financial covenants include a debt service coverage ratio of 1.00:1.00 and an additional bonds test.

D. Series 2013-B

On September 12, 2013, the College refinanced the Series 1998-A, 1999-A, and 2005-A bonds totaling $33,045,000 from letter of credit enhanced variable rate demand bonds to variable rate revenue bonds, whereby TD Bank (the "Purchaser") became the sole holder of these bonds.

Proceeds from the Series 2013B-1 bonds of $6,505,000 were used primarily to refund the Dutchess County IDA Series 1998-A bonds which were previously used for the construction of the West Cedar student housing facility. Proceeds from the Series 2013B-2 bonds of $9,935,000 were used primarily to refund the Dutchess County IDA Series 1999-A bonds which were previously used for the construction of the library facility and humanities building. Proceeds from the Series 2013B-3 bonds of $16,605,000 were used primarily to refund the Dutchess County IDA 2005-A bonds which were previously used for the construction of the Upper Fulton Street student housing facility.

The Purchaser can tender the 2013-B Bonds to the College for purchase on September 12, 2023 provided that it has provided at least 120 days' notice to the College. The 2013-B Bonds are secured by a Bond Purchase and Loan Agreement by and between the Issuer, the Purchaser and the College which provides for an unconditional College obligation to make debt service payments. The 2013-B Bonds also contain certain financial covenants including an annual liquidity covenant defined as unrestricted (i.e. net assets without donor restrictions) and temporarily restricted (i.e. net assets with donor restricted less those to be held in perpetuity) liquid assets to long-term debt, of 0.45:1.00 and an additional bonds test of maximum annual debt service on pro-forma debt of less than 10% of the College's unrestricted (i.e. net assets without donor restrictions) operating revenues.

The Series 2013-B bonds are variable rate bonds with monthly interest that resets as a percentage of LIBOR plus a credit spread. Both interest and principal are payable monthly; principal payments will be made monthly through July 1, 2028 for the Series 2013B-1 and 2013B-2 bonds and through July 1, 2035 for the Series 2013B-3 bonds, based on a predetermined schedule ranging from $1,274,390 to $2,352,598.

E. Series 2015-A

On June 25, 2015, the College entered into an agreement with the Dutchess County Local Development Corporation to issue fixed rate serial and term bonds in the par amount of $80,885,000. The College also recorded a premium amount on the bond of $9,672,609. Proceeds were used to finance construction of the Science and Allied Health Building and Phase I of the North Campus student housing facility in Poughkeepsie, New York. Interest is payable semi-annually based on a coupon rate of 5.0%. Principal payments will be made annually through July 1, 2045 based upon a predetermined schedule ranging from $1,385,000 to $5,170,000. The Bonds are unsecured general obligations of the College. Financial covenants include a debt service coverage ratio of 1.00:1.00 and an additional bonds test which expire upon defeasance of the Series 2012-A and 2013-A Bonds.

F. Series 2016

In 2016, the College refinanced the Series 2000-A bonds totaling $13,795,000 from letter of credit enhanced variable rate demand bonds to variable rate revenue bonds, whereby TD Bank, N.A. became the sole holder of these bonds until they mature in 2031; the bank does not have a put option prior to maturity. The Series 2016 Bonds are variable rate bonds with monthly interest that re-sets as a percentage of LIBOR plus a credit spread. Principal payments will be made annually through July 1, 2031, based on a predetermined schedule ranging from $140,000 to $1,075,000. The Bonds also contain certain financial covenants including an annual liquidity covenant defined as unrestricted cash and investments to long-term debt of not less than 0.45:1.00 which expires upon defeasance of the 2013B Bonds, a debt service coverage covenant of 1.00:1.00 and an additional bonds test which expire upon defeasance of the Series 2012-A and 2013-A Bonds.

G. Series 2018

On October 4, 2018, the College entered into an agreement with the Dutchess County Local Development Corporation and Wells Fargo Securities to issue fixed rate serial and term bonds in the par amount of $35,790,000. The College also recorded a premium amount on the bond of $4,747,062. Proceeds were used to finance construction on the Steel Plant Studios and McCann Fitness Center Building, both located in Poughkeepsie, New York. Interest is payable semi-annually based on a coupon rate of 5.0%. Principal payments, starting on July 1, 2022, will be made annually through July 1, 2048 based on a predetermined schedule ranging from $640,000 to $2,355,000. The Bonds are unsecured general obligations of the College. Financial covenants include a debt service coverage ratio of 1.00:1.00 and an additional bonds test which expire upon defeasance of the Series 2012-A and 2013-A Bonds.

For the years ended June 30, 2021 and 2020, interest expense related to long-term debt totaled $6,929,032 and $7,027,036, respectively.

The College is in compliance with all required financial loan covenants at June 30, 2021 and 2020.

At June 30, 2021, aggregate principal maturities of long-term debt for each of the next five years and in total thereafter are as follows:

Fiscal year ending:	
2022	$ 7,281,405
2023	6,065,617
2024	6,311,100
2025	6,587,813
2026	6,856,408
Thereafter	140,588,542
	173,690,885
Plus: unamortized bond premium	12,499,431
Less: unamortized bond issuance costs	(1,944,884)
Total	$ 184,245,432

Bond issuance costs consist of the following at June 30, 2021 and 2020:

	2021	2020
Bond issuance costs	$ 2,930,774	$ 2,930,774
Less: accumulated amortization	(985,890)	(862,988)
Bond issuance costs, net	$ 1,944,884	$ 2,067,786

Amortization expense for the years ended June 30, 2021 and 2020 amounted to $122,902 and $122,904, respectively.

NOTE 12 - NOTE PAYABLE

On January 1, 2018, the College entered into a change of Control Agreement with the Society of Sacred Heart United States-Canada Province, Inc. (the “Society”) for the Farm. As a condition of the agreement, the College assumed a note and mortgage from the Society in the amount of $480,000. The Society agreed to forgive the note on a straight-line basis annually over ten years provided that the College continues to operate the Farm for agricultural and educational purposes. For the years ended June 30, 2021 and 2020, no amounts were forgiven by the Society. The balance on the note and mortgage is $384,000 at June 30, 2021 and 2020, respectively, and is included in note payable on the accompanying consolidated statements of financial position.

NOTE 13 - INTEREST RATE SWAP OBLIGATION

In order to mitigate the College's interest rate exposure on variable rate debt obligations, the College entered into an interest rate swap agreement with Morgan Stanley Capital Services, Inc. (the "Counterparty"). The notional principal amount of the swap was $33,015,000 and $35,425,000 at June 30, 2021 and 2020, respectively. The swap agreement matures on July 1, 2035. Under the terms of the agreement, the Counterparty will pay the College a variable interest rate at 68% of LIBOR (0.10% and 0.21% at June 30, 2021 and 2020, respectively) while the College is obligated to pay the Counterparty a fixed rate of 3.42%.

The fair value of this obligation as of June 30, 2021 and 2020 totaled $4,839,276 and $6,806,346, respectively, and is categorized as Level 2 within the fair value hierarchy. The change in the fair value of this obligation totals $1,967,070 and ($1,665,486) for the years ended June 30, 2021 and 2020, respectively, and is included in the accompanying consolidated statements of activities as change in fair value of interest rate swap obligation.

Additional interest paid by the College related to the swap agreement amounted to approximately $1,081,447 and $827,726 for the years ended June 30, 2021 and 2020, respectively.

Under the terms of the agreement, cash serves as collateral when the fair value of the swap liability exceeds a threshold of $10 million. The cash is restricted as to withdrawal or use and would be held in custody by the Counterparty.

The swap agreement contains provisions that require the College to meet certain financial covenants. The College was in compliance with these covenants at June 30, 2021 and 2020. Had the College not been in compliance, an additional termination event could occur and the Counterparty has the right to early terminate the agreement and the College could be responsible for a settlement amount based on market quotation.

NOTE 14 - POST-RETIREMENT HEALTH CARE BENEFITS

The College sponsors three defined benefit post-retirement plans (the "plan") which cover substantially all employees that attain either pre-defined ages and/or years of service, or retirement with a disability benefit. The College offers a medical benefits plan, a dental benefits plan and a life insurance benefits plan. Under the medical plan, eligible retirees have a choice of one indemnity plan and one PPO. Both the indemnity plan and the PPO plan are contributory with retiree contributions adjusted annually. For all active and new employees, only the PPO plan is available. Effective July 1, 2012, the College's Board of Trustees froze the post-retirement plan and it is now closed to new participants.

The following table provides a reconciliation of the changes in the plan's benefit obligations and fair value of assets for the years ended June 30, 2021 and 2020:

	2021	2020
Reconciliation of benefit obligation:		
Obligation at beginning of year	$ 10,949,553	$ 10,537,980
Service cost, including expenses	344,604	297,967
Interest cost	232,938	298,320
Plan participants' contributions	1,819	122,057
Actuarial (gain) loss	(1,510,717)	278,237
Benefits payments and expected expenses	(390,670)	(585,008)
Medicare Part D reimbursements	-	-
Obligation at end of year	9,627,527	10,949,553
Reconciliation of fair value of plan assets:		
Fair value of plan assets at beginning of year	-	-
Employer contributions	388,851	462,951
Plan participants' contributions	1,819	122,057
Benefit payments and actual expenses	(390,670)	(585,008)
Medicare Part D reimbursements	-	-
Fair value of plan assets at end of year	-	-
Unfunded status at end of year	$ 9,627,527	$ 10,949,553

The effect of a one-percentage-point increase/decrease in the assumed health care cost trend rates for each future year on the accumulated post-retirement benefit obligation for health care benefits and the aggregate on the service and interest cost components of net periodic post-retirement health care benefit cost are shown below.

	Post-Retirement Benefits	
	Accumulated Post-Retirement Benefit Obligation	Service Cost Plus Interest Cost
At trend	$ 9,627,527	$ 577,542

The amounts recognized in net assets without donor restrictions on the consolidated statements of financial position at June 30, 2021 and 2020, consisted of:

	2021	2020
Prior service credit	$ (559,755)	$ (575,748)
Actuarial gain	(2,375,368)	(934,607)
Total	$ (2,935,123)	$ (1,510,355)

Components of net periodic cost on the consolidated statements of activities for the years ended June 30, 2021 and 2020 consist of the following:

	2021	2020
Net periodic benefit cost:		
Service cost	$ 344,604	$ 297,967
Interest cost	232,938	298,320
Amortization of prior service credit	(15,993)	(17,272)
Amortization of net gain	(69,956)	(111,358)
Net periodic benefit cost	$ 491,593	$ 467,657

Amounts recognized in net assets without donor restrictions as of June 30, 2021 and 2020 are as follows:

	2021	2020
Actuarial (gain) loss	$ (1,510,717)	$ 278,237
Amortization of prior service credit	15,993	17,272
Amortization of net gain	69,956	111,358
Total other amounts recognized in net assets without donor restrictions	$ (1,424,768)	$ 406,867

The expected effect in net assets without donor restrictions of the estimated transition obligation, prior service cost, and net gain for the plan that will be recognized as components of net periodic benefit cost for the year ended June 30, 2021 are $0, $15,993, and $69,956, respectively.

Weighted average assumptions as of June 30th (measurement date):

	2021	2020
Discount rate	2.62%	2.42%

The following schedule summarizes the benefits to be paid by the plan in each of the next five years along with the aggregate to be paid for the five years thereafter:

	Net Benefits
Fiscal year ending June 30:	
2022	$ 404,276
2023	421,239
2024	432,495
2025	448,129
2026	461,762
2027 through 2031	2,495,622
Total	$ 4,663,523

The College's post-retirement benefit plan prescription drug coverage is at least actuarially equivalent to the new Medicare coverage. The disclosure reflects, as of June 30, 2021 the subsidy payments from Medicare that commenced in 2007. The value of the subsidy is reflected as an actuarial gain and reduces the plan's accumulated post-retirement benefit obligation, service cost and the net periodic post-retirement benefit cost.

NOTE 15 - FAIR VALUE MEASUREMENTS

Assets and liabilities measured at fair value on a recurring basis at June 30, 2021 are as follows:

	Level 1	Level 2	Level 3	Total Fair Value
Assets				
Short-term investments:				
Cash and cash equivalents	$ 4,137,355	$ -	$ -	$ 4,137,355
Fixed income securities	12,518,240	-	-	12,518,240
Total short-term investments	16,655,595	-	-	16,655,595
Assets held in charitable remainder trusts:				
Cash equivalents, fixed income securities and equities	-	554,270	-	554,270
Pooled endowment investments at fair value:				
Cash and cash equivalents	29,212,170	-	-	29,212,170
Fixed income securities	23,673,423	-	-	23,673,423
Domestic equity securities	12,526,591	-	-	12,526,591
International equity securities	28,661,837	-	-	28,661,837
Total pooled investments at fair value	94,074,021			94,074,021
Total investments at NAV				311,609,532
Investments made in advance				10,250,000
Total pooled endowment investments				415,933,553
Other investments:				
Domestic equity securities	292,321	-	-	292,321
Investment in TIAA annuities and mutual funds	-	231,534	-	231,534
Total assets	$ 111,021,937	$ 785,804	$ -	$ 433,667,273
Liabilities				
Interest rate swap obligation	$ -	$ 4,839,276	$ -	$ 4,839,276

Assets and liabilities measured at fair value on a recurring basis at June 30, 2020 were as follows:

	Level 1	Level 2	Level 3	Total Fair Value
Assets				
Short-term investments:				
Fixed income securities	$ 23,148,543	$ -	$ -	$ 23,148,543
Assets held in charitable remainder trusts:				
Cash equivalents, fixed income securities and equities	-	509,390	-	509,390
Pooled endowment investments at fair value:				
Cash and cash equivalents	19,265,803	-	-	19,265,803
Fixed income securities	18,021,667	-	-	18,021,667
Domestic equity securities	5,023,906	-	-	5,023,906
International equity securities	22,847,163	-	-	22,847,163
Total pooled investments at fair value	65,158,539	-	-	65,158,539
Total investments at NAV				246,561,123
Total pooled endowment investments				311,719,662
Other investments:				
Domestic equity securities	213,401	-	-	213,401
Investment in TIAA annuities and mutual funds	-	603,515	-	603,515
Total assets	$ 88,520,483	$ 1,112,905	$ -	$ 336,194,511
Liabilities				
Interest rate swap obligation	$ -	$ 6,806,346	$ -	$ 6,806,346

The College uses the NAV to determine the fair value of all the underlying investments which (a) do not have a readily determinable fair value and (b) prepare their consolidated financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company. The following tables list investments by major category as of June 30, 2021 and 2020:

2021

Fund Strategy	Number of Funds	NAV	Remaining Life	$ Amount of Unfunded Commitments	Timing to Draw Down Commitments	Notice Required	Lock-up and Redemption Terms
Commingled funds	22	$ 177,704,709	N/A	None	N/A	1 - 60 days	Redemptions range from daily to annually
Multi-Strategy Hedge funds	25	70,377,444	N/A	None	N/A	2 - 126 days	Redemptions range from daily to triennially; 8 funds have a quarterly gate of 25%, 3 funds have annual liquidity, 1 fund has biannual liquidity, 1 fund has triennial liquidity
Private equity	25	63,527,379	3 – 15 years	$ 31,370,144	N/A	N/A	N/A
Total	72	$ 311,609,532					

2020							
Fund Strategy	Number of Funds	NAV	Remaining Life	$ Amount of Unfunded Commitments	Timing to Draw Down Commitments	Notice Required	Lock-up and Redemption Terms
Commingled funds	26	$ 150,318,684	N/A	None	N/A	1 - 60 days	Redemptions range from daily to annually
Multi-Strategy Hedge funds	24	54,456,903	N/A	None	N/A	30 - 126 days	Redemptions range from monthly to triennially; 5 funds have a quarterly gate of 25%, 1 fund has a semiannual gate of 25%, 2 funds have annual liquidity, 1 fund has biannual liquidity, 2 funds have triennial liquidity
Private equity	24	41,785,536	3 – 15 years	$ 28,084,521	N/A	N/A	N/A
Total	74	$ 246,561,123					

NOTE 16 - NET ASSETS

Net assets consist of the following at June 30, 2021 and 2020:

	2021	2020
Without donor restrictions:		
For general operations	$ 304,506,176	$ 283,153,170
Designated for quasi-endowment	324,824,627	243,732,835
Total net assets without donor restrictions	629,330,803	526,886,005
With donor restrictions:		
Instruction, research and divisional support	4,190,360	4,014,884
Building and construction activities	16,616,183	17,337,628
Scholarship and endowment	50,709,709	29,496,848
Endowment funds held in perpetuity	41,148,102	39,655,850
Total net assets with donor restrictions	112,664,354	90,505,210
Total net assets	$ 741,995,157	$ 617,391,215

NOTE 17 - ENDOWMENT

The College's endowment consists of both donor-restricted endowment funds established for a variety of purposes and funds designated by the College's Board of Trustees to function as quasi-endowments. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

On September 17, 2010, New York State passed the New York State Prudent Management of Institutional Funds Act ("NYPMIFA"), its version of the Uniform Prudent Management of Institutional Funds Act ("UPMIFA"). All not-for-profit organizations formed in New York must apply this law. The College classifies donor-restricted endowment funds as net assets with donor restrictions, unless otherwise stipulated by the donor as follows: (a) the original value of gifts donated to the permanent endowment; (b) the original value of subsequent gifts to the permanent endowment; and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the funds.

From time to time, the fair value of assets associated with an individual donor-restricted endowment fund may fall below the fund's historic dollar value. Under NYPMIFA, the College may spend below the historical dollar value of its endowment funds, if determined to be prudent, unless specific donors have stipulated to the contrary. The College has received instructions from donors, who have contributed $397,558 and $397,308 in donor-restricted contributions (with a fair value of $733,661 and $567,549 as of June 30, 2021 and 2020, respectively), for which the College must maintain the historical dollar value of these funds. At June 30, 2021 and 2020, the College had spent below the historical dollar value of its endowments by $0 and $12,428, respectively.

The investment objectives for the College's endowment are to preserve the principal value of those funds, in both absolute as well as real terms, and to maximize, over the long term, the total rate of return earned without assuming an unreasonable degree of risk. In connection with these investment objectives, the Board of Trustees has adopted a spending policy. The amount available for spending is determined annually by applying a rate of 5% to the average fair value of the endowment for the preceding three fiscal years.

The remaining portion of the donor-restricted endowment fund that is not classified in net assets with donor restrictions held in perpetuity are classified as net assets with donor restrictions until such amounts are appropriated for expenditure by the College's Board of Trustees in a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, the College considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the endowment fund;

(2) The purposes of the College and its donor-restricted endowment fund;

(3) General economic conditions;

(4) The possible effect of inflation and deflation;

(5) The expected total return from income and the appreciation of investments;

(6) Other resources of the College;

(7) The investment policies of the College; and

(8) Where appropriate, alternatives to spending from the donor-restricted endowment fund and the possible effects on the College.

The table which follows presents information with respect to the College's endowment, inclusive of pledges of $1,202,390, as of June 30, 2021:

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction			Total Funds as of June 30, 2021
		Original Gift	Accumulated Gains	Total	
Board-designated endowment funds	$ 324,824,627	$ -	$ -	$ -	$ 324,824,627
Donor-restricted endowment funds	-	41,148,102	50,709,709	91,857,811	91,857,811
Total endowment funds	$ 324,824,627	$ 41,148,102	$ 50,709,709	$ 91,857,811	$ 416,682,438

The table which follows presents information with respect to the College's endowment, inclusive of pledges of $1,321,651, as of June 30, 2020:

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction			Total Funds as of June 30, 2020
		Original Gift	Accumulated Gains	Total	
Board-designated endowment funds	$ 243,732,835	$ -	$ -	$ -	$ 243,732,835
Donor-restricted endowment funds:					
Underwater endowment funds	-	166,770	(12,428)	154,342	154,342
Other endowment funds	-	39,489,080	29,509,276	68,998,356	68,998,356
	-	39,655,850	29,496,848	69,152,698	69,152,698
Total endowment funds	$ 243,732,835	$ 39,655,850	$ 29,496,848	$ 69,152,698	$ 312,885,533

Changes in endowment net assets for the year ended June 30, 2021 are as follows:

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction			Total Funds as of June 30, 2021
		Original Gift	Accumulated Gains	Total	
Endowment net assets, beginning of year	$ 243,732,835	$ 39,655,850	$ 29,496,848	$ 69,152,698	$ 312,885,533
Transfer to board-designated endowment	591,034	-	-	-	591,034
Net investment return	80,931,833	4,809	22,587,571	22,592,380	103,524,213
Payment to beneficiaries	-	-	(69,245)	(69,245)	(69,245)
Contributions	102,200	1,157,137	15,718	1,172,855	1,275,055
Change in donor designation/transfers	-	330,306	65,564	395,870	395,870
Awards made	(533,275)	-	(1,386,747)	(1,386,747)	(1,920,022)
Endowment net assets, end of year	$ 324,824,627	$ 41,148,102	$ 50,709,709	$ 91,857,811	$ 416,682,438

Changes in endowment net assets for the year ended June 30, 2020 are as follows:

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction			Total Funds as of June 30, 2020
		Original Gift	Accumulated Gains	Total	
Endowment net assets, beginning of year	$ 232,891,417	$ 36,413,214	$ 28,285,538	$ 64,698,752	$ 297,590,169
Transfer to board-designated endowment	1,951,255	-	-	-	1,951,255
Net investment return	9,258,319	859	2,520,402	2,521,261	11,779,580
Payment to beneficiaries	-	-	(17,919)	(17,919)	(17,919)
Contributions	130,071	3,253,443	60,452	3,313,895	3,443,966
Change in donor designation/transfers	-	(11,666)	-	(11,666)	(11,666)
Awards made	(498,227)	-	(1,351,625)	(1,351,625)	(1,849,852)
Endowment net assets, end of year	$ 243,732,835	$ 39,655,850	$ 29,496,848	$ 69,152,698	$ 312,885,533

NOTE 18 - NET ASSETS RELEASED FROM RESTRICTIONS

Net assets released from donor restrictions due to the passage of time and/or satisfying the restricted purposes specified by the donors are as follows:

	2021	2020
Capital projects	$ 487,857	$ 467,857
Scholarships	1,401,877	1,108,859
Instruction, research and divisional support	978,375	1,212,957
Total	$ 2,868,109	$ 2,789,673

NOTE 19 - TUITION, FEES, ROOM AND BOARD, NET

The College has various revenue streams that revolve primarily around student enrollment and instruction. Revenue is generated mainly through tuition, housing, meals and various fees associated with enrollment in the College. Generally, enrollment and instructional services are billed prior to when a course or term begins and due within thirty days of the bill date. Other fee revenue is recognized when the fee is charged to the student which coincides with the completion of the specific performance obligation to the student.

In the following table, revenue is disaggregated by type of service provided:

For the year ended June 30, 2021	Tuition & Fees	Room	Board	Total
Revenues	$ 227,543,197	$ 37,054,224	$ 8,071,230	$ 272,668,651
Less: student aid	(86,380,337)	(908,182)	(329,085)	(87,617,604)
Net	$ 141,162,860	$ 36,146,042	$ 7,742,145	$ 185,051,047
For the year ended June 30, 2020	**Tuition & Fees**	**Room**	**Board**	**Total**
Revenues	$ 235,609,340	$ 33,340,720	$ 9,492,695	$ 278,442,755
Less: student aid	(81,249,838)	(1,025,157)	(374,650)	(82,649,645)
Net	$ 154,359,502	$ 32,315,563	$ 9,118,045	$ 195,793,110

The College has taken a portfolio approach in determining whether student aid should apply across tuition and fees, room, and board. In general, the College awards student aid factoring in the total cost of attendance including tuition, fees, room and board and the students' expected ability to contribute towards such charges. Unless specifically earmarked, the College first applies student aid to tuition and fees charges. Any remaining student aid is applied to room and board. Accordingly, student aid has been applied against all student revenues.

For the year ended June 30, 2021 and 2020, the College recognized revenue of $9,044,121 and $9,990,820, respectively, from amounts that were included in deferred revenue at the beginning of the fiscal year. At June 30, 2021, deferred revenue totaled $9,930,289. Performance obligations related to $9,415,305 of this balance are expected to be met in one year. The remaining deferred revenue will be recognized as revenue as earned over the remainder of contract terms of 2 years.

NOTE 20 - FUNCTIONAL TO NATURAL EXPENSES

2021	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Scholarships and Fellowships	Auxiliary	Total
Salaries and wages	$ 40,010,661	$ 85,168	$ 39,697	$ 7,386,905	$ 15,894,743	$ 9,341,291	$ -	$ 6,381,002	$ 79,139,467
Employee benefits	15,319,828	17,574	837	3,462,492	7,128,231	3,988,709	-	3,947,677	33,865,348
Scholarships and fellowships	-	-	-	-	-	-	2,418,943	-	2,418,943
Travel	34,296	-	-	1,169	650,415	17,559	-	7,517	710,956
Supplies	2,585,492	6,804	585	1,916,310	2,337,539	758,431	-	871,089	8,476,250
Utilities	872,171	-	-	201,050	451,278	58,641	-	1,968,193	3,551,333
Other contractual services	3,078,307	-	430,288	1,016,549	5,548,028	2,273,193	-	11,169,119	23,515,484
Depreciation	5,772,501	11,758	-	1,792,183	2,657,045	760,923	-	8,748,651	19,743,061
Interest	2,186,806	-	-	183,702	1,130,524	33,516	-	3,415,269	6,949,817
Other	1,525,503	27,605	38,285	431,040	927,493	774,050	-	1,872,504	5,596,480
Total expenses	$ 71,385,565	$ 148,909	$ 509,692	$ 16,391,400	$ 36,725,296	$ 18,006,313	$ 2,418,943	$ 38,381,021	$ 183,967,139

2020	Instruction	Research	Public Service	Academic Support	Student Services	Institutional Support	Scholarships and Fellowships	Auxiliary	Total
Salaries and wages	$ 41,919,258	$ 75,181	$ 33,303	$ 7,697,225	$ 16,732,738	$ 11,037,929	$ -	$ 7,286,768	$ 84,782,402
Employee benefits	14,426,064	13,154	425	3,102,654	6,616,357	4,469,964	-	3,736,321	32,364,939
Scholarships and fellowships	-	-	-	-	-	-	1,602,703	-	1,602,703
Travel	458,148	13,234	2,153	152,740	2,185,682	158,124	-	11,441	2,981,522
Supplies	2,878,669	2,593	1,054	1,784,785	2,657,685	876,825	-	1,013,215	9,214,826
Utilities	754,095	-	-	176,148	376,731	180,685	-	1,728,327	3,215,986
Other contractual services	4,950,762	6,211	520,113	782,358	6,437,171	2,873,041	-	8,712,686	24,282,342
Depreciation	6,426,866	13,193	-	1,758,374	2,286,748	980,110	-	8,531,143	19,996,434
Interest	2,114,232	-	-	202,712	930,530	36,586	-	3,812,184	7,096,244
Other	9,222,842	16,043	16,459	619,320	1,202,904	838,336	-	1,534,851	13,450,755
Total expenses	$ 83,150,936	$ 139,609	$ 573,507	$ 16,276,316	$ 39,426,546	$ 21,451,600	$ 1,602,703	$ 36,366,936	$ 198,988,153

Allocations

In the above analysis, the costs of operation and maintenance of plant, information technology, depreciation, interest expense, post-retirement costs, medical plan costs and insurance have been allocated across all functional expense categories to reflect the full cost of those activities. Costs are allocated using the following methods:

- Expenses for the administration, supervision, operation, maintenance, preservation, and protection of the institution’s physical plant are allocated based on square footage.

- Depreciation expenses for buildings are allocated based on the square footage used to support each function. Depreciation on equipment is allocated to other functions based on the original purchase and usage of the equipment. These allocations are based on information obtained through a periodic inventory of space and usage.

- Interest expense on capital debt is allocated based on usage of debt-financed space.

- Post-retirement periodic pension costs are allocated based on participants enrolled in the medical plan within each function.

- Information technology costs which support the institution, including enterprise computing, systems and technology, telecom and network, digital publication center and postal services are allocated to other functions based on total labor costs by function.

- The College has a self-insured hospitalization and medical coverage program for its employees. An estimation of annual plan costs is calculated each year, and are expensed throughout the year through the payroll labor distribution system. At year end, a medical liability analysis is performed, and additional or reduction of expense is allocated across functions based on medical participants currently in each function.

- The College's insurance costs, including general liability, property, professional liability, automobile and crime policies are allocated across functions based on square footage. Worker's compensation insurance costs are allocated based on total labor distribution per function.

NOTE 21 - DEVELOPMENT EXPENSES

The College incurred expenses amounting to $1,413,239 and $1,617,569 related to development and fundraising for the years ended June 30, 2021 and 2020, respectively. Such amounts are included in institutional support on the accompanying consolidated statements of activities.

NOTE 22 - SELF-INSURED MEDICAL BENEFITS

The College has a self-insured hospitalization and medical coverage program for its employees. The College is limiting its losses through the use of stop-loss policies through reinsurers. Specific individual family losses for claims are limited to $200,000 per plan year, respectively. Healthcare costs of $13,306,162 and $10,348,719 are included in the accompanying consolidated statements of activities for the years ended June 30, 2021 and 2020, respectively. The amount reserved for claims incurred at June 30, 2021 and 2020 totals $1,817,613 and $1,518,585, respectively, and is included in accounts payable and accrued liabilities in the accompanying consolidated statements of financial position. Management believes they have adequately provided for all claims incurred in the accompanying consolidated financial statements, however, since the accrued liability is based on estimates, the College's ultimate liability may exceed or be less than the amounts accrued. The methods of making such estimates and establishing the accrual are reviewed continually and any resulting adjustments are reflected in change in net assets for the current year.

NOTE 23 - RELATED PARTY TRANSACTIONS

Unconditional promises to give include approximately $2.3 million and $2.8 million due from Board members and entities related to Board members for the years ended June 30, 2021 and 2020, respectively. Additionally, the College had approximately $71,000 and $102,000, due from employees as of June 30, 2021 and 2020, respectively.

NOTE 24 - COMMITMENTS, CONTINGENCIES AND LEASES

The College is subject to various litigation incidental to its business activities. Management and its counsel believe that existing insurance policies are sufficient and that pending litigation will not have a material adverse effect on the College's financial position, operations and cash flows.

The College is a member of the New York College & University Risk Management Group Trust. The Trust was created for the purpose of providing and securing workers compensation insurance for its members. There is a statutory requirement that each member be jointly and severally liable with all other members for the compensation and medical liability accruing during its participation in the Group Trust. Such liability shall survive the member's termination from the Group or active participation in the Program. As of June 30, 2021 and 2020, the College believes there is no exposure for future liabilities.

In addition to the benefits described in Note 9 above, the College has employment agreements in place that extend through fiscal 2023.

The future commitments for employment agreements are as follows:

Fiscal year ending:	
2022	$ 1,522,796
2023	308,848
Total	$ 1,831,644

The College has multiple leases for residential and classroom space in Florence, Italy for its international program. Leases expiring through August 2023.

Additionally, the College leases automobiles, copier equipment, and other equipment under finance and operating leases with terms ranging from three to five years.

The College assesses contracts at inception to determine whether an arrangement includes a lease, which conveys the College's right to control the use of an identified asset for a period of time in exchange for consideration. The College has several non-cancelable operating leases for building space used in the delivery of College programs and the operation of the College bookstore, for which a ROU asset and a lease liability are recorded in the accompanying 2021 consolidated statement of financial position. The College measures its lease assets and liabilities using a risk-free rate of return selected based on the term lease. The College considered the likelihood of exercising renewal or termination terms in measuring its ROU assets and lease liabilities. The College's lease payments include both fixed and variable payments. Variable payments are based on indices specified in the leases. The leases contain no termination options or residual value guarantees.

The College has elected the practical expedient to forgo applying the recognition requirements in Accounting Standards Codification 842 to short-term leases. The College has short-term leases for a vehicle and copiers, which are expensed as paid. The College has finance leases for computer equipment.

The components of lease cost for the year ended June 30, are as follows:

	2021
Operating lease cost	$ 1,349,185
Short-term lease cost	2,750,000
Finance lease cost:	
Amortization of ROU assets	76,519
Interest on lease liabilities	65,861
Variable lease cost	7,219
Total lease cost	$ 4,248,784

The maturity of the lease liability as of June 30, 2021 is as follows:

Fiscal year ending:	Finance Leases	Operating Leases
2022	$ 683,156	$ 1,085,625
2023	372,887	710,629
2024	17,097	223,548
2025	-	41,130
Total lease liability, gross	1,026,140	2,060,933
Less: amounts representing interest rates from 0.17% to 9.16%	(44,888)	(71,550)
Total lease liability	$ 981,252	$ 1,989,383
Weighted average remaining lease term (expressed in years)	1.6	2.4
Weighted average discount rate	5.64%	0.41%

NOTE 25 - OPERATIONS OF SPROUT CREEK FARM INC.

As previously referred to in Note 1, the College determined the Farm could not sustain its operations. The Board of Directors of the Farm authorized operations to cease and implemented protocols for its shutdown. The Board of Directors are evaluating several options for future of the Farm.

The following table summarizes the assets and liabilities reflected on the accompanying consolidated statements of financial position:

Cash	$ 309,872
Property and equipment	2,800,734
Other assets	12,024
Accounts payable due to Marist	(3,128,921)
Accounts payable and accrued expenses	(286,747)
Note and mortgage payable	(384,000)
Net assets	$ (677,038)

The College recorded a net nonoperating loss relating to the Farm of $64,655 on the accompanying consolidated statement of activities for the year ended June 30, 2021.

NOTE 26 - LIQUIDITY AND AVAILABILITY OF RESOURCES

As of June 30, 2021 and 2020, the following financial assets could readily be made available within one year of the consolidated statement of financial position date to meet general expenditures:

	2021	2020
Cash and cash equivalents	$ 70,292,671	$ 35,458,326
Less: Cash with donor restrictions	(6,849,968)	(6,604,484)
Perkins cash	(1,099,806)	(1,126,607)
Short-term investments	16,655,595	23,148,543
Accounts receivable due within one year	2,801,222	4,238,880
Contributions (without donor restrictions) due in one year or less	443,658	1,191,907
Payout on donor-restricted endowments	3,278,068	2,926,773
Payout on board-designated endowments	12,157,584	11,701,680
	$ 97,679,024	$ 70,935,018

The College regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the College considers all expenditures related to its ongoing mission-related activities as well as the conduct of services undertaken to support those activities to be general expenditures.

Student loans receivable are not considered to be available to meet general expenditures because principal and interest on these loans are not available for operating activities of the College.

In addition to financial assets available to meet general expenditures over the next 12-months, the College operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the College's cash and shows positive cash generated by operations for fiscal years 2021 and 2020.

The College's governing board has designated a portion of its resources without donor restrictions for endowment and other purposes. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board. At June 30, 2021, board-designated funds totaled $324,824,627.

NOTE 27 - IMPACT OF COVID-19

During the fiscal years ended June 30, 2021 and 2020, the federal government provided higher education institutions with Higher Education Emergency Relief Funding ("HEERF"), which was allocated under various acts of Congress. The Coronavirus Aid, Relief, and Economic Securities Act ("CARES") was signed into law on March 27, 2020 and provided the College with total funding of $3,344,611 under HEERF I. The Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSAA") was signed into law on December 27, 2020 and provided the College with total funding of $5,195,563 under HEERF II. The American Rescue Plan ("ARP") was signed into law on March 11, 2021 and provided the School with total funding of $9,312,724 under HEERF III. Each of these awards has a student aid portion and an institutional portion. The Department of Education provided required uses of the funds for both the student portion and institutional portion and until the conditions associated with those requirements are satisfied, revenue cannot be recognized, in accordance with ASU 2018-08.

For the years ending June 30, 2021 and 2020, the College has recognized revenue as follows:

		Revenue Recognition						Amount Remaining to be Recognized
		Institutional Share		Student Share		Total		
	Total Award	2021	2020	2021	2020	2021	2020	
HEERF I	$ 3,344,611	$ 510,780	$ 1,161,525	$ 510,781	$ 1,161,525	$ 1,021,561	$ 2,323,050	$ -
HEERF II	$ 5,195,563	3,523,257	-	1,672,306	-	5,195,563	-	-
HEERF III	$ 9,312,724							9,312,724
		$ 4,034,037	$ 1,161,525	$ 2,183,087	$ 1,161,525	$ 6,217,124	$ 2,323,050	$ 9,312,724

Student distributions were prioritized for those with the greatest financial need, according to their Expected Family Contribution as reflected on their FAFSA. The institutional portion of HEERF funding was utilized to defray the costs of dining and housing refunds made during the Spring of 2020 and Fall of 2021, technology costs, quarantining and isolation capacity, surveillance testing for COVID-19 for students and staff during the fall of 2020 and spring of 2021, and other costs to mitigate the spread of COVID-19.

These funds are subject to Single Audit and compliance with federal regulations. The College believes it has met the conditions to retain these funds, and no amounts are reserved for repayment at June 30, 2021 in the consolidated statements of financial position.

APPENDIX C

SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT

DEFINITIONS OF CERTAIN TERMS

As used in the Official Statement, the following terms shall have the respective meanings set forth below, except as the context otherwise requires:

"Account" means any Account within any Fund created and maintained pursuant to the Indenture.

"Act" means, Section 1411 of the New York Not-For-Profit Corporation Law.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the College or the Issuer under any applicable bankruptcy, reorganization, insolvency or similar law as is now or hereafter in effect.

"Additional Bonds" or "Series of Additional Bonds" means any Series of Additional Bonds issued by the Issuer on behalf of the College pursuant to the Indenture.

"Affiliate" shall mean a corporation, partnership, association, limited liability company, joint venture, business trust or similar entity organized under the laws of any state that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common contract with, the College.

"Annual Debt Service" means the actual sum of the principal and sinking fund payments of and interest on outstanding long-term debt payable during a fiscal year provided that (a) with respect any debt that bears a variable rate of interest the debt service shall include any credit enhancement costs and (b) with respect to any long-term debt subject to an interest rate exchange agreement, the debt service shall include the net payments made to or received from the counterparty. With respect to principal and sinking fund payments paid in any fiscal year on outstanding balloon long-term debt (25% or more of the original principal amount thereof matures, or is required to be purchased by the College, either automatically or at the option of the holder of such balloon indebtedness, or otherwise come due in any one year), such debt shall be assumed to be issued on a level debt service basis with a term equaling the original term of the debt.

"Applicable Elected Representative" means any Person constituting an "applicable elected representative" within the meaning given to the term in Section 147(f)(2)(E) of the Code.

"Authorized Denomination" means $5,000 or any integral multiple of $5,000 in excess thereof.

"Authorized Investments" means:

A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. U.S. Export-Import Bank (Eximbank)
   Direct obligations are fully guaranteed certificates of beneficial ownership
2. Farmers Home Administration (FmHA)
   Certificates of beneficial ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures (FHA)
5. General Services Administration
   Participation Certificates
6. Government National Mortgage Association (GNMA or "Ginnie Mae")
   GNMA – guaranteed mortgage-backed bonds
   GNMA – guaranteed pass-through obligations
   (not acceptable for certain cash-flow sensitive issues)
7. U.S. Maritime Administration
   Guaranteed Title XI financing
8. U.S. Department of Housing and Urban Development (HUD)
   Project Notes
   Local Authority Bonds
   New Communities Debentures – U.S. government guaranteed debentures
   U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
   Senior debt obligations
2. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
   Participation Certificates
   Senior debt obligations
3. Federal National Mortgage Association (FNMA or "Fannie Mae")
   Mortgage-backed securities and senior debt obligations
4. Resolution Funding Corp. (REFCORP) obligations
5. Farm Credit System
   Consolidated systemwide bonds and notes

D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933.

E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

G. Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements provided by banks and other institutions rated A by S&P and A by Moody's without regard to rating qualifier (+ or -).

H. Commercial paper rated, at the time of purchase, Prime – 1 by Moody's and A-1 or better by S&P.

I. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of Prime – 1 or A3 or better by Moody's and A-1 or A or better by S&P.

K. Repurchase agreements providing for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

1. Repurchase agreements must be between the Issuer and a dealer bank or securities firm.

   a. Primary dealers on a Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's or
   b. Banks rated A or above by S&P, Fitch and Moody's.

2. The written repurchase agreements contract must include the following:

   a. Securities which are acceptable for transfer are:

      (1) Direct U.S. governments, or
      (2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA and FHLMC)

   b. The term of the repurchase agreements may be up to 30 days.
   c. The collateral must be delivered to the Issuer, the Trustee (if the Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
   d. Valuation of collateral:

      (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.

      (a) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repurchase agreements plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

3. Legal opinion which must be delivered to the Issuer:

   a. Repurchase agreements meet guidelines under state law for legal investment of public funds.

All references in this definition of "Authorized Investments" to the ratings shall be the rating at the time such investment is made. Any subsequent downgrading or rating withdrawal shall not affect the status of an Authorized Investment.

"Authorized Representative" means, in the case of the Issuer, the Chairman, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer, the Secretary or the Assistant Secretary of the Issuer; in the case of the College, the President or the Vice President of Business Affairs/CFO of the College; and, in the case of either of the Issuer and the College, such additional persons as, at the time, are designated to act on behalf of the Issuer or the College, as the case may be, by written certificate furnished to the Trustee, the Issuer or the College, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Issuer by the Chairman, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer, the Secretary or the Assistant Secretary of the Issuer, or (ii) the College by the President or the Vice President of Business Affairs/CFO of the College.

"Bankruptcy Code" means the United States Bankruptcy Code, as amended from time to time.

"Bond" or "Bonds" or "Series of Bonds" means collectively, the Series 2022 Bonds and any Series of Additional Bonds.

"Bond Counsel" means the law firm of Nixon Peabody LLP or an attorney or other firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Documents" means the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Tax Regulatory Agreement, the Note, the Continuing Disclosure Agreement, the Preliminary Official Statement and the Official Statement.

"Bond Fund" means the fund so designated which is established by the Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated April 26, 2022, among the Issuer, the College and the Underwriter, as the same may be amended from time to time.

"Bond Proceeds" means the aggregate amount, including any accrued interest, paid to the Issuer by the Bondholders pursuant to the Indenture as the purchase price of the Series 2022 Bonds.

"Bond Rate" means the Tax-Exempt rate of interest from time to time payable on any of the Series 2022 Bonds as defined in the Series 2022 Bonds.

"Bond Registrar" means the Trustee, acting in its capacity as Bond Registrar with respect to the Bonds, and its successors and assigns in such capacity.

"Bond Resolution" means the resolution duly adopted by the Issuer on April 8, 2022, authorizing the issuance, execution, sale and delivery of the Bonds and the execution and delivery of Issuer Documents, as such resolution may be amended or supplemented from time to time.

"Bond Year" shall have the meaning in the Tax Regulatory Agreement.

"Bondholder" means Owner.

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York or any city in which the principal office of the Trustee or any Paying Agent is located are authorized by law or executive order to remain closed.

"Certificate of Authentication of the Trustee" and "Trustee's Certificate of Authentication" means the certificate executed by an authorized signatory of the Trustee certifying the due authentication of each of the Series 2022 Bonds issued under the Indenture.

"Closing Date" means the date of sale and delivery of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the final, temporary and proposed rules, regulations, rulings and interpretations of the Department of the Treasury promulgated thereunder.

"College" means Marist College, a duly organized and validly existing New York education corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its successor and assigns.

"College Documents" means the Bond Purchase Agreement, the Loan Agreement, the Tax Regulatory Agreement, the Note, the Continuing Disclosure Agreement, the Preliminary Official Statement, and the Official Statement.

"Completion Certificate" means the Completion Certificate delivered by the College to the Issuer and the Trustee pursuant to the Loan Agreement.

"Completion Date" means the date of completion for the Series 2022 Project.

"Computation Period" means "Computation Period" as defined in the Tax Regulatory Agreement.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of May 10, 2022, between the College and the Trustee.

"Cost of the 2022 Project" or "Costs of the 2022 Project" means all those costs and items of expense listed in the Loan Agreement.

"Debt Service Coverage Covenant" means a Debt Service Coverage Ratio of at least 1.00:1.00 so long as any Series 2013A Bonds are Outstanding (as the term "Outstanding" is defined in the Indenture of Trust relating to the Series 2013A Bonds). Compliance with this Debt Service Coverage Ratio covenant will be tested annually commencing with the Fiscal Year ending June 30, 2022, on the basis of the College's audited financial statement for the preceding Fiscal Year. Notwithstanding anything to the contrary, only a failure to satisfy the 1.00:1.00 Debt Service Coverage Ratio for two consecutive years shall constitute an Event of Default.

"Debt Service Coverage Ratio" means the ratio of Operating Revenues Available for Debt Service to Annual Debt Service.

"Debt Service Payment" means, with respect to any Debt Service Payment Date, (i) the interest payable on such Debt Service Payment Date on all Bonds then Outstanding, plus (ii) the principal or Redemption Price, if any, payable on such Debt Service Payment Date on all such Bonds.

"Debt Service Payment Date" means any date on which each Debt Service Payment shall be payable on any of the Series 2022 Bonds so long as the Series 2022 Bonds shall be outstanding.

"DTC" means The Depository Trust Company, New York, New York.

"DTC Letter of Representation" means the Letter of Representation from the Issuer to DTC.

"Equipment" means all machinery, equipment and other personal property used and to be used in connection with the 2022 Project and financed with Bond Proceeds.

"Event of Default" (i) when used with respect to the Indenture means any of those events defined as an Event of Default by the Indenture, and (ii) when used with respect to the Loan Agreement, means any of the events defined as Events of Default by the Loan Agreement.

"Exempt Organization" means an organization described in Section 501(c)(3) of the Code and which is exempt from federal income taxation pursuant to Section 501(a) of the Code.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all fees and expenses incurred by or due to the Trustee or any Paying Agent under the Indenture other than Ordinary Services and Ordinary Expenses, including reasonable fees and disbursements of Trustee's counsel.

"Financing Documents" means the Indenture and the Loan Agreement.

"Fiscal Year" means the twelve (12) month period beginning on July 1 in any year or such other fiscal year as the College may select from time to time.

"Fitch" means Fitch Ratings and its successors and assigns.

"Fund" means any Fund created and maintained pursuant to the Indenture.

"Government Obligations" means:

1. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGS").

2. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

3. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

4. Pre-refunded municipal bonds rated Aaa by Moody's and AAA by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations or AAA rated pre-refunded municipals to satisfy this condition.

5. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

    a. U.S. Export-Import Bank (Eximbank)
    Direct obligations are fully guaranteed certificates of beneficial ownership

b. Farmers Home Administration (FmHA)
Certificates of beneficial ownership

c. Federal Financing Bank

d. General Services Administration
Participation Certificates

e. U.S. Maritime Administration
Guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures – U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

"Hazardous Substance" means, without limitation, any flammable, explosive, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, or toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law, or any other applicable Environmental Law and the regulations promulgated thereunder.

"Holder" means Owner.

"Improvements" means all those buildings, improvements, structures and other related facilities (i) financed with Bond Proceeds or of any payment by the College pursuant to the Loan Agreement, and (ii) not part of the Equipment, all as they may exist from time to time.

"Indebtedness" shall mean any obligation of the College for the payment of money, including without limitation (i) indebtedness for money borrowed, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations, and (v) guarantees of any such obligation of a third party.

"Indenture" means the Indenture of Trust, dated as of May 1, 2022, by and between the Issuer and the Trustee, entered into in connection with the issuance, sale, delivery and payment of the Series 2022 Bonds and the security therefor as the same may be amended or supplemented from time to time.

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United States of America or in the District of Columbia and not a full time employee of the Issuer, the College or the Trustee.

"Independent Engineer" means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of the State selected by the College and not a full time employee of the Issuer, the College or the Trustee.

"Information Report" means Form 8038 used by the issuers of certain tax-exempt bonds to provide the Internal Revenue Service with the information required to monitor the State volume limitations.

"Initial Bondholder" means Cede & Co., as nominee for DTC, as the initial owner of the Series 2022 Bonds.

"Issuer" means (i) the Dutchess County Local Development Corporation, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Issuer or its successors may be a party.

"Issuer Documents" means the Bond Purchase Agreement, the Series 2022 Bonds, the Loan Agreement, the Indenture, the Note, the Tax Regulatory Agreement, the Information Report, the Preliminary Official Statement and the Official Statement.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by Manufacturers and Traders Trust Company at its principal office in the City of Buffalo, New York, as its prime lending rate (any change in such rate of interest to be effective on the date such change is announced by Manufacturers and Traders Trust Company) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2022 Bonds and (b) the maximum rate permissible under the applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

"Lien" means any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" also means any reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialmen's, warehousemen's, carriers' and other similar encumbrances affecting real property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Loan Agreement" means the Loan Agreement dated as of May 1, 2022 by and between the College and the Issuer, as the same may be amended, modified or supplemented from time to time in accordance with the terms of the Loan Agreement, or any other Loan Agreement entered into in connection with any Series of Additional Bonds.

"Loan Term" means the duration of the loan created in the Loan Agreement.

"Long-Term Indebtedness" means indebtedness with a term greater than one (1) year.

"Maximum Annual Debt Service" means on any date, the greatest amount required in the then current or future fiscal year of Annual Debt Service.

"Moody's" means Moody's Investor Service.

"Net Proceeds" means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses, costs and taxes (including attorneys' fees) incurred in obtaining such gross proceeds.

"Note" or "Promissory Note" means the Promissory Note dated the Closing Date, from the College to the Issuer, substantially in the form of Exhibit B to the Loan Agreement, evidencing the College's obligations to make Loan Payments to the Issuer.

"Office of the Trustee" means the principal corporate trust office of the Trustee, as specified in the Indenture, or such other address as the Trustee shall designate.

"Official Statement" means the Official Statement, dated April 26, 2022, distributed by the Underwriter and the College in connection with the sale of the Bonds.

"Operating Revenues Available for Debt Service" means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources, minus total unrestricted operating expenses, excluding depreciation, amortization, and interest expenses as displayed or included in the College's audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains or losses resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any non-cash adjustment for changes in accounting estimates, change in GAAP, or other non-cash adjustments made in accordance with GAAP, (iv) extraordinary items, (v) any realized gains or losses on the sale of investments or interest exchange agreements, and (vi) any unrealized gains/appreciation or losses/depreciation on the carrying value of investments or interest exchange agreements.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those fees and expenses normally incurred by or due to a trustee or paying agent, as the case may be, under instruments similar to the Indenture, including reasonable fees and disbursements of counsel for the Trustee.

"Outstanding" or "Bonds Outstanding" or "Outstanding Bonds" means all bonds which have been authenticated by the Trustee and delivered by the Issuer under the Indenture, or any supplement thereto, except: (i) any Bond cancelled by the Trustee because of payment or redemption prior to maturity; (ii) any bond deemed paid in accordance with the provisions of the Indenture, except that any such Bond shall be considered Outstanding until the maturity date thereof only for the purposes of being exchanged or registered; and (iii) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to the Indenture, unless proof satisfactory to the Trustee is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been authenticated and delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond so substituted and replaced and the Bond or Bonds so authenticated and delivered in lieu thereof or in substitution therefor shall be deemed Outstanding.

"Owner" means the registered owner of any Bond as shown on the registration books maintained by the Bond Registrar pursuant to the Indenture.

"Paying Agent" means the Trustee, acting as such, and any additional paying agent for the Series 2022 Bonds appointed pursuant to the Indenture, their respective successors and any other corporation which may at any time be substituted in their respective places pursuant to the Indenture.

"Permitted Encumbrances" means (i) the Loan Agreement, (ii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iii) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Issuer, (iv) Liens for taxes not yet delinquent, (v) equipment leases of less than one (1) year, (vi) indebtedness in connection with the acquisition of real property secured solely by non-recourse purchase money mortgages on such real property, which indebtedness is not a general obligation of the College, and (vii) Liens which are in existence as of the Closing Date or described in the audited consolidated financial statements of the College.

"Person" or "Persons" means an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

"Plans and Specifications" means those plans and specifications, if any, for the Improvements, as may be from time to time prepared for the College, as revised from time to time in accordance with the Loan Agreement.

"Preliminary Official Statement" means the Preliminary Official Statement, dated April 19, 2022, distributed by the Underwriter and the College in connection with the sale of the Series 2022 Bonds.

"Project" or "2022 Project" means the Project as more particularly described in the Loan Agreement and including the Improvements and the Equipment financed by the College the proceeds of the Series 2022 Bonds loaned by the Issuer to the College under the Loan Agreement.

"Project Fund" means the fund so designated which is created by the Indenture.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Rating Agency" means Moody's, Fitch, S&P or such other nationally recognized rating agency which shall have issued and is maintaining a rating on the Series 2022 Bonds.

"Rating Agency Letter" means the rating letter from each Rating Agency assigning a rating on the Series 2022 Bonds.

"Rebate Amount" means, with respect to the Series 2022 Bonds, the amount computed as described in the Tax Regulatory Agreement.

"Rebate Fund" means the fund so designated pursuant to the Indenture.

"Record Date" means, with respect to any Debt Service Payment Date, the fifteenth (15^{th}) day of the month next preceding such Debt Service Payment Date (whether or not a Business Day).

"Redemption Date" means, when used with respect to a Bond, the date of redemption thereof established pursuant to the Indenture.

"Redemption Price" means, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon the prior redemption thereof pursuant to the Indenture.

"Renewal Fund" means the fund so designated and created pursuant to the Indenture.

"Schedule of Definitions" means the words and terms set forth in this Schedule of Definitions attached to the Indenture as the same may be amended from time to time.

"Securities Depository" shall mean any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book-entry system to record ownership of book-entry interests in the Bonds, and to effect transfers of book-entry interests in the Bonds in book-entry form, and includes and means initially DTC.

"SEQR Act" means the State Environmental Quality Review Act and the regulations thereunder.

"Series 2022 Bonds" means the Issuer's Revenue Bonds, Series 2022 (Marist College Project) issued pursuant to the terms of the Indenture on May 10, 2022 in the aggregate principal amount of $58,190,000 and substantially in the form of Exhibit A of the Indenture.

"Short-Term Indebtedness" means indebtedness with a term of one (1) year or less, but not including accounts payable or accrued liabilities by the College in the ordinary course of its operations.

"Sinking Fund Payments" means payments made on a Debt Service Payment Date to pay the Redemption Price of bonds called for redemption pursuant to the Indenture.

"S&P" or "Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc.

"State" means the State of New York.

"Sub-Account" means any Sub-Account established for a particular Series of Bonds in any Account in any Fund created and maintained pursuant to the Indenture.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture or in connection with the issuance of any Additional Bonds adopted by the Issuer in accordance with the Indenture.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement, dated the Closing Date, between the Issuer and the College, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof and with the terms of the Indenture.

"Trust Estate" means the rights assigned pursuant to the Indenture and all Property which may from time to time be subject to the lien of the Indenture.

"Trustee" means (i) Manufacturers and Traders Trust Company, a banking corporation having trust powers duly organized and existing under the laws of the State of New York, having an office at 285 Delaware Avenue, 3rd Floor, Buffalo, New York 14202, Attn: Corporate Trust, and (ii) its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

"Unassigned Rights" means the rights of the Issuer and moneys payable pursuant to and under Sections 5.3(b), 6.4(b) and (c), 6.7, 8.2, 8.8, 10.2(a)(i)(A) and (B), (iii) and (vi), 10.4(a) and 11.2(b) of the Loan Agreement.

"Underwriter" means collectively (i) Morgan Stanley & Co., LLC, or (ii) its successors and assigns.

"Unrestricted Operating Revenues" means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources as displayed or included in the College's audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii), any realized gains on the sale of investments or interest exchange agreements and (iv), any unrealized gains/appreciation on the carrying value of investments or interest exchange agreement.

SUMMARY OF CERTAIN PROVISIONS
OF THE INDENTURE OF TRUST

The following is a brief summary of certain provisions of the Indenture and should not be considered a full statement thereof. Reference is made to the Indenture for complete details of the terms thereof.

Authentication

No Series 2022 Bond shall be valid for any purpose or shall be entitled to any right or benefit under the Indenture unless there shall be endorsed on such Series 2022 Bond a Certificate of Authentication, duly executed by the Trustee, substantially in the form set forth in the Form of Series 2022 Bonds included in the Indenture as Exhibit A. Such executed Certificate of Authentication by the Trustee upon any such Series 2022 Bond shall be conclusive evidence that such Series 2022 Bond has been authenticated and delivered under the Indenture. The Trustee's Certificate of Authentication on any Series 2022 Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the Certificate of Authentication on all of the Series 2022 Bonds issued under the Indenture.

Mutilated, Lost, Stolen or Destroyed Bonds

(a) In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and, upon its request, the Trustee shall authenticate and deliver, a new Bond of like maturity, series, interest rate and principal amount and bearing the same number (or such number as the Trustee shall permit) as the mutilated, destroyed, lost or stolen Bond, in exchange for the mutilated Bond, or in substitution for the Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and to the Trustee (i) such security or indemnity as may be required by them to hold each of them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of the applicant's Bond and of the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge or expense that may be imposed in relation thereto and any other expenses, including attorney's fees and administrative charges, of the Issuer or the Trustee. In case any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Issuer may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and to the Trustee such security or indemnity as they may require to hold them harmless and evidence to the satisfaction of the Issuer and the Trustee of the mutilation, destruction, loss or theft of such Bond and of the ownership thereof.

(b) Every new Bond issued pursuant to the provisions of this summarized section shall constitute an additional contractual, special obligation of the Issuer (whether or not the destroyed, lost or stolen Bond shall be found at any time after the issuance of such new Bonds, in which case the destroyed, lost or stolen Bond shall be void and unenforceable) and shall be entitled to all the benefits of the Indenture equally and proportionately with any and all other Bonds duly issued under the Indenture.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this summarized section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude all other rights or remedies, notwithstanding any law or statute existing or hereinafter enacted to the contrary.

Establishment of Funds

The following trust funds are established with the Trustee and shall be held, maintained and administered by the Trustee on behalf of the Issuer in accordance with the Indenture:

(a) Dutchess County Local Development Corporation Bond Fund – Marist College (the "**Bond Fund**"), and within such Bond Fund, an "Interest Account" and a "Principal Account" and within such Interest Account and Principal Account, a Subaccount for the Series 2022 Bonds.

(b) Dutchess County Local Development Corporation Project Fund – Marist College (the "**Project Fund**"), and within such Project Fund, a "Series 2022 Bonds Construction Account".

(c) Dutchess County Local Development Corporation Rebate Fund – Marist College (the "**Rebate Fund**").

(d) Dutchess County Local Development Corporation Renewal Fund – Marist College (the "**Renewal Fund**").

(e) Upon the issuance of any series of Additional Bonds pursuant to the Indenture, the Supplemental Indenture entered into with such series of Additional Bonds shall create such Funds and Accounts and/or Subaccounts within any Account with respect to such series of Bonds.

Moneys to Be Held in Trust

All moneys deposited with, paid to or received by the Trustee for the accounts of the Issuer (other than amounts deposited in the Rebate Fund) shall be held by the Trustee in trust, and shall be subject to the lien of the Indenture and held for the security of the Owners of the particular Series of Bonds until paid in full; provided, however, that moneys which have been deposited with, paid to or received by the Trustee (i) for the redemption of a portion of the particular Series of Bonds, notice of the redemption of which has been given, or (ii) for the payment of the particular Series of Bonds or interest thereon due and payable otherwise than upon acceleration by declaration, shall be held in trust for and subject to a lien in favor of only the Owners of such Series of Bonds so called for redemption or so due and payable. Upon the issuance of any series of Additional Bonds pursuant to the Indenture, the Supplemental Indenture entered into with such series of Additional Bonds shall create such Funds and Accounts and/or subaccounts within any Account with respect to such series of Bonds. The Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified in the Indenture, which authorization and direction the Trustee hereby accepts.

Use of the Moneys in Project Fund

(a) Moneys in the Project Fund shall be applied and expended by the Trustee in accordance with the provisions of this summarized section and of the Loan Agreement.

(b) Except as otherwise provided in paragraph (a) immediately above, the Trustee is hereby directed to issue its checks or send its wires for each disbursement from the Series 2022 Bonds Construction Account of the Project Fund upon being furnished with a written requisition therefor certified by an Authorized Representative of the College and substantially in the form of Exhibit B annexed to the Indenture to pay the Costs of the 2022 Project. The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(c) The completion of the Project and payment or provision for payment of all Costs of the 2022 Project shall be evidenced by the filing with the Trustee of the Completion Certificate required by the Loan Agreement. As soon as practicable and in any event not more than sixty (60) days after the date of the filing with the Trustee of the Completion Certificate referred to in the preceding sentence, any balance remaining in the Series 2022 Bonds Construction Account of the Project Fund, except amounts the College shall have directed the Trustee, in writing, to retain for any Cost of the 2022 Project not then due and payable, and after the making of any transfer to the Rebate Fund that the College shall have directed the Trustee, in writing, to make as required by the Tax Regulatory Agreement and the Indenture, shall without further authorization be transferred to the Bond Fund and thereafter applied as provided in in the Indenture.

(d) Within sixty (60) days after transfer of the balance in the Project Fund to the Bond Fund, the Trustee shall file an accounting thereof with the Issuer and the College.

(e) All earnings on amounts held in the Project Fund shall be retained in the respective account of the Project Fund until the Completion Date. Any transfers by the Trustee of amounts to the Rebate Fund (which transfers may only be made at the written direction of the College) shall be drawn by the Trustee from the Project Fund.

(f) If an Event of Default under the Indenture shall have occurred and the outstanding principal amount of the Bonds shall have been declared due and payable, the entire balance remaining in the Project Fund, after making any transfer to the Rebate Fund directed to be made by the College pursuant to the Tax Regulatory Agreement and the Indenture, shall be transferred to the Bond Fund for the redemption of the Series 2022 Bonds.

Payments into Bond Fund

In addition to the payment into the Bond Fund of the accrued interest, if any, on the Series 2022 Bonds pursuant to the Indenture, there shall be deposited in the Bond Fund, as and when received (a) all payments received by the Trustee under subsection (a) under the heading "Loan Payments and Other Amounts Payable" below or any similar provision in any Loan Agreement with respect to the payment of debt service on any Series of Additional Bonds; (b) the balance in the Project Fund and the Renewal Fund to the extent specified in the Indenture; (c) the amount of net income or gain received from the investments of moneys in the Bond Fund and all Funds and Accounts (other than the Rebate Fund) held under the Indenture after the Completion Date; and (d) all other moneys received by the Trustee pursuant to any of the provisions of the Loan Agreement or the Indenture and designated for deposit in the Bond Fund; (e) amounts transferred pursuant to the Loan Agreement and (f) all other moneys received by the Trustee pursuant to any of the provisions of the Loan Agreement or the Indenture and designated for deposit in the Bond Fund.

Use of Moneys in Bond Fund

(a) Except as otherwise expressly provided in the Indenture, moneys in the Bond Fund shall be used solely for the purchase or redemption of Series 2022 Bonds and any Series of Additional Bonds as provided in the Indenture. Moneys deposited in the Bond Fund in accordance with the provisions of subsections (b) and (c) under the heading "Payments into Renewal Fund; Application of Renewal Fund" below, however, may not be used for the payment of interest on the Series 2022 Bonds and any Series of Additional Bonds.

(b) The Trustee shall, on or before each Debt Service Payment Date of the Series 2022 Bonds, pay out of the monies then held for the credit of the Series 2022 Bonds Sub-Account of the

Interest Account the amounts required for the payment of interest becoming due on the respective series of the Series 2022 Bonds and any Series of Additional Bonds on such Debt Service Payment Date, and such amounts so withdrawn are hereby irrevocably dedicated for and shall be applied to the payment of interest.

(c) The Trustee shall, on or before each Debt Service Payment Date, when principal of the Series 2022 Bonds and any Series of Additional Bonds or Sinking Fund Payments are due, pay out of the monies then held for the credit of the respective Sub-Account of the Principal Account the amounts required for the payment of principal or Sinking Fund Payments becoming due at maturity, on a Sinking Fund Payment Date, or upon redemption of the respective series of the Series 2022 Bonds and any Series of Additional Bonds on such Debt Service Payment Date or Sinking Fund Payment Date and such amounts so withdrawn are irrevocably dedicated for and shall be applied to the payment of principal or Sinking Fund Payments.

(d) Moneys transferred to the Bond Fund from the Series 2022 Construction Account of the Project Fund pursuant to subsection (c) under the heading "Use of the Moneys in Project Fund" above or from the Renewal Fund pursuant to subsection (b) under the heading "Payments into Renewal Fund; Application of Renewal Fund" below shall be invested, at the written direction of the College, with yield not in excess of (i) the yield on the Series 2022 Bonds, or (ii) the yield on tax-exempt obligations as described in Section 148(b)(3) of the Code, subject to limitations on earnings as set forth in the Tax Regulatory Agreement, and such moneys and earnings thereon shall be applied only to pay the principal or Sinking Fund Payments of the Series 2022 Bonds as they become due and payable or the Redemption Price of Series 2022 Bonds subject to redemption pursuant to the Indenture.

(e) Reserved.

(f) The Trustee shall call Bonds for redemption according to the Indenture, upon written direction of the Issuer or the College to the Trustee, on or after the date the Series 2022 Bonds are subject to optional redemption pursuant to the Indenture, whenever the assets of the Bond Fund shall be sufficient in the aggregate to provide monies to pay, redeem or retire all the Bonds then Outstanding or to redeem the Series 2022 Bonds in part pursuant to the Indenture, including accrued interest thereon to the Redemption Date. The Trustee shall call any series of Additional Bonds for redemption in accordance with the Supplemental Indenture providing for the issuance of such series of Additional Bonds.

(g) Moneys in the Bond Fund shall be used by the Trustee, upon the written request of an Authorized Representative of the College to purchase the Series 2022 Bonds on the most advantageous terms obtainable with reasonable diligence, provided that no such purchase shall be made:

(i) if an Event of Default under the Loan Agreement has occurred and is continuing;

(ii) within forty-five (45) days prior to any date on which Series 2022 Bonds or any Series of Additional Bonds are subject to redemption pursuant to the Indenture;

(iii) if the amount remaining in the Bond Fund, after giving effect to such purchase, is less than the amount required for the payment of the principal or Redemption Price of the Series 2022 Bonds or any Series of Additional Bonds theretofore matured or called for redemption, plus interest to the date of maturity or the Redemption Date, as the case may be, in all cases where such Series 2022 Bonds or any Series of Additional Bonds have not been presented for payment; or

(iv) at a price in excess of that specified by the College in its request to the Trustee, plus accrued interest to the date of purchase.

The Trustee shall promptly notify the Issuer and the College of the principal amount and the maturity of each Series of Bonds so purchased and the balance held in the Bond Fund after such purchase. The Trustee shall not, however, be subject to any liability to any Owner, the Issuer, the College or any other person by reason of its failure to mail the notice required by this summarized section. The Series 2022 Bonds so purchased by the College or any affiliate shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase unless the College shall deliver to the Trustee and the Issuer an opinion of Bond Counsel to the effect that the failure to surrender such Series 2022 Bonds by such date will not affect the exclusion of the interest on any Bonds then Outstanding from gross income for federal income tax purposes.

(h) In connection with the purchase of the Series 2022 Bonds with moneys on deposit in the Bond Fund as provided in section (g) under the heading "Use of Moneys in Bond Fund", the Trustee shall negotiate or arrange for such purchases in such manner (through brokers or otherwise and with or without receiving tenders) as it shall be instructed in writing by the College.

(i) If the balance in the Bond Fund, not otherwise required for scheduled payments of principal of, Redemption Price or interest on the Series 2022 Bonds or any Series of Additional Bonds, forty-five (45) days prior to any date on which the Series 2022 Bonds or any Series of Additional Bonds are subject to redemption pursuant to the Indenture equals or exceeds $50,000, the Trustee shall, upon the written request of an Authorized Representative of the College, apply as much of such balance as can be so applied to the redemption of the Series 2022 Bonds or any Series of Additional Bonds on such next succeeding Redemption Date in the manner provided in the Indenture. The Trustee shall promptly notify the Issuer and the College of the principal amount and maturity of each Series 2022 Bond or any Series of Additional Bonds so redeemed and the balance held in the Bond Fund after such redemption.

(j) Whenever the amount in the respective Account or Sub-Account in the Bond Fund is sufficient to redeem all of the Outstanding Series 2022 Bonds or any Series of Additional Bonds and to pay accrued interest to maturity or the date of redemption, the Trustee shall, upon written request of an Authorized Representative of the College, take and cause to be taken the necessary steps to redeem all such Series 2022 Bonds or any Series of Additional Bonds on the next succeeding Redemption Date for which the required redemption notice may be given or on such later Redemption Date as may be specified by the College.

Payments into Renewal Fund; Application of Renewal Fund

(a) The Net Proceeds resulting from any insurance award, condemnation award or recovery from any contractor or subcontractor with respect to the Projects shall be deposited in the Renewal Fund. The amounts in the Renewal Fund shall be subject to a security interest, lien and charge in favor of the Trustee until disbursed as provided in the Indenture.

(b) In the event the Series 2022 Bonds or any Series of Additional Bonds shall then be subject to redemption in whole (either by reason of such damage, destruction or condemnation or otherwise) pursuant to the terms thereof or of the Indenture, the Trustee shall, after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, transfer the amounts deposited in the Renewal Fund to the Bond Fund. If, on the other hand, the College is permitted to replace, repair, rebuild, restore or relocate the Projects pursuant to the Loan Agreement, the Trustee shall, at the written direction of the College, apply the amounts on deposit in the Renewal Fund, after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, to such replacement, repair, rebuilding, restoration or relocation. Upon the completion of such replacement, repair, rebuilding, restoration or relocation, and after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, any balance remaining in the Renewal Fund shall without further authorization be transferred to the Principal Account of the Bond Fund and thereafter applied to pay the principal or Sinking Fund Payments of the Series 2022 Bonds or any Series of Additional Bonds as they become due and payable.

(c) If any Event of Default shall exist at the time of the receipt by the Trustee of the Net Proceeds in the Renewal Fund and be continuing, the Trustee, unless it exercises the remedy provided by section (a)(ii) under the heading "Remedies on Default", shall, after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, transfer the amounts deposited in the Renewal Fund to the Bond Fund to be applied in accordance with the Indenture.

(d) If the College elects to replace, repair, rebuild, restore or relocate the Projects pursuant to the Loan Agreement, the Trustee is hereby authorized to apply the amounts in the Renewal Fund to the payment (or reimbursement to the extent the same shall have been paid by or on behalf of the College or the Issuer) of the costs required for the replacement, repair, rebuilding, restoration or relocation of the Projects. The Trustee is further authorized upon the written direction of the College, and directed to issue its checks for each disbursement from the Renewal Fund upon a requisition submitted to the Trustee and signed by an Authorized Representative of the College.

Investment Earnings on Funds; Application of Investment Earnings on Funds

(a) All investment income or earnings on amounts held in the Project Fund, the Renewal Fund, the Bond Fund or any other special fund held under any of the Bond Documents (other than the Rebate Fund) prior to the Completion Date shall be deposited upon receipt by the Trustee into the Project Fund and used for the purposes set forth in the Indenture and after the Completion Date shall be used to pay any remaining sums due for costs of the Project not previously paid, or deposited by the Trustee into the Interest Account of the Bond Fund and used to pay the interest component of the next upcoming Debt Service Payment. The Trustee shall keep separate accounts of all investment earnings from each fund and account under the Indenture to indicate the source of the income or earnings.

(b) Within thirty (30) days after the end of each Computation Period, the Trustee, at the written direction of an Authorized Representative of the College, shall transfer to the Rebate Fund instead of the Project Fund or the Interest Account of the Bond Fund an amount of the investment earnings on the funds and accounts under the Indenture, such that the amount transferred to the Rebate Fund is equal to that amount as is set forth as the Rebate Amount in a written certificate delivered by the College to the Trustee pursuant to the Tax Regulatory Agreement and the Indenture.

Payments into Rebate Fund; Application of Rebate Fund

(a) The Rebate Fund and the amounts deposited therein shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Trustee or any Owner of any Series of Bond or any other Person.

(b) The Trustee, upon the receipt of a certification of the Rebate Amount from an Authorized Representative of the College, shall transfer, from moneys in the Project Fund or the Renewal Fund, or from any other moneys paid by the College in accordance with the Tax Regulatory Agreement, into the Rebate Fund, within thirty (30) days after the end of each Bond Year, an amount such that the amount held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated as of the last day of the immediately preceding Bond Year. If there has been delivered to the Trustee a certification of the Rebate Amount in conjunction with the completion of the 2022 Project pursuant to the Loan Agreement at any time during a Bond Year, the Trustee shall deposit in the Rebate Fund within thirty (30) days of the Completion Date an amount received from the College such that the amount held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated at the completion of the 2022 Project. The amount deposited in the Rebate Fund pursuant to this summarized section shall be paid by the College pursuant to the Tax Regulatory Agreement.

(c) In the event that on the first day of any Bond Year the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Trustee, upon the receipt of written instructions from an Authorized Representative of the College, shall withdraw such excess amount and deposit it in the Project Fund until the completion of the Project, or, after the Completion Date, deposit it in the Bond Fund.

(d) The Trustee, upon the receipt of written instructions from an Authorized Representative of the College, shall pay to the United States, out of amounts in the Rebate Fund, (i) not later than thirty (30) days after the last day of the fifth Bond Year and after every fifth Bond Year thereafter, an amount such that, together with prior amounts paid to the United States, the total paid to the United States is equal to ninety percent (90%) of the Rebate Amount with respect to the Series 2022 Bonds as of the date of such payment, and (ii) notwithstanding the provisions under the heading "Discharge of the Indenture", not later than thirty (30) days after the date on which all Series 2022 Bonds have been paid in full, one hundred (100%) percent of the Rebate Amount as of the date of payment.

(e) The Trustee shall have no obligation under the Indenture to transfer any amounts to the Rebate Fund unless the Trustee shall have received specific written instructions from the College to make such transfer.

Investment of Moneys

(a) Moneys held in any fund established pursuant to the Indenture shall be invested and reinvested by the Trustee in Authorized Investments, upon and pursuant to written direction by an Authorized Representative of the College. In the absence of such direction, moneys held under the Indenture by the Trustee shall remain uninvested. Such investments shall mature in such amounts and have maturity dates or be subject to redemption at the option of the owners thereof on or prior to the date on which the amounts invested therein will be needed for the purposes of such fund or accounts. Upon and pursuant to written direction, the Trustee may at any time sell or otherwise reduce to cash a sufficient amount of such investments whenever the cash balance in such fund or accounts is insufficient for the purposes thereof. The Trustee, if instructed in writing to invest in money market funds, is to liquidate money market funds to cover all payments unless written instructions are received to liquidate other securities. Any such investments shall be held by or under control of the Trustee and shall be deemed at all times a part of the fund or the respective account within a fund or special trust account for which such moneys are invested, and the interest accruing thereon and any profit realized from such investment shall be credited to and held in and any loss shall be charged to the applicable fund.

(b) The Trustee may make any investment permitted by this summarized section through its own bond department. The Trustee is authorized, in making and disposing of any investment permitted by the Indenture, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Trustee or for any third person or dealing as principal for its own account. Notwithstanding anything to the contrary contained in the Indenture, the Trustee shall not be liable for any depreciation in the value of any investment made pursuant to this summarized section or for any loss arising from any such investment.

(c) Any investment authorized in the Indenture is subject to the condition that no use of the proceeds of any Bonds or of any other moneys shall be made which would cause such Series 2022 Bonds (i) to be "arbitrage bonds" within the meaning of such quoted term in Section 148 of the Code, (ii) to be "federally guaranteed" within the meaning of such quoted term in Section 149(b) of the Code, or (iii) to otherwise fail to comply with the terms of the Tax Regulatory Agreement. The Trustee shall not be liable if such use shall cause the Series 2022 Bonds to be "arbitrage bonds", "federally guaranteed" or otherwise fail to comply with the terms of the Tax Regulatory Agreement provided only that the Trustee shall have made such investment pursuant to the written direction or confirmation by an Authorized Representative of the College as provided in this summarized section.

(d) Reserved.

(e) The Trustee shall, at the written direction of the College, sell at the best price obtainable by the Trustee, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide monies to meet any payment or transfer from the Fund or account for which such investment was made.

Payment to College upon Payment of Bonds

Except as otherwise specifically provided in the Indenture, after payment in full of the principal or Redemption Price of and interest on all the Series 2022 Bonds or any Series of Bonds (or after provision for the payment thereof has been made in accordance with the Indenture) and after payment in full of the fees, charges and expenses of the Trustee and any Paying Agent, including reasonable attorneys' fees and expenses, and all other amounts required to be paid under the Indenture, and the fees, charges and expenses of the Issuer and all other amounts required to be paid under the Loan Agreement, all amounts remaining in any fund established pursuant to the Indenture with respect to such Series of Bonds (except the Rebate Fund) or otherwise held by the Trustee and by any additional Paying Agent for the account of the Issuer or the College under the Indenture or under the Loan Agreement shall be paid to the College.

Failure to Present Bonds

Subject to the provisions under the heading "Mutilated, Lost, Stolen or Destroyed Bonds", in the event any Bond shall not be presented for payment when the principal or Redemption Price thereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, if moneys sufficient to pay such Bond shall be held by the Trustee for the benefit of the Owner thereof, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged. Thereupon, the Trustee shall hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bonds, who shall thereafter be restricted exclusively to such moneys for any claim under the Indenture or on, or with respect to, said Bond. Subject to any law to the contrary, if any Bond shall not be presented for payment within the period of two (2) years following the date when such Bond becomes due, whether by maturity or call for prior redemption or otherwise, the Trustee shall return to the Issuer the funds theretofore held by it for payment of such Bond, and thereafter (a) all liability of the Trustee with respect to such moneys shall terminate, and (b) such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Issuer. The Trustee shall, at least sixty (60) days prior to the expiration of such two (2) year period, give notice to any Owner who has not presented any Bond for payment that any moneys held for the payment of any such Bond will be returned as provided in this summarized section at the expiration of such two (2) year period. The failure of the Trustee to give any such notice shall not affect the validity of any return of funds pursuant to this summarized section.

Cancellation

All Bonds surrendered to the Trustee for payment, redemption, transfer or exchange, and Bonds surrendered to the Trustee by the Issuer, or by the College on behalf of the Issuer, for cancellation, shall be promptly cancelled by the Trustee. All Bonds cancelled by the Trustee shall be disposed of by the Trustee in accordance with its customary procedures and shall not be reissued. A copy of the canceled Bond or Bonds or other form of notice of such cancellation shall be delivered to the College upon its written request.

Agreement to Provide Information

The Trustee agrees, whenever requested in writing by the Issuer or the College, to provide such information that is known to the Trustee relating to the Bonds as the Issuer or the College, from time to time, may reasonably request, including, but not limited to, such information as may be necessary to enable the Issuer or the College to make any reports required by any Federal, state or local law or regulation or to request any consent or waiver from the holders of the Bonds.

Continuing Disclosure Agreement

The Trustee agrees, whenever requested in writing by the Issuer or the College, to provide such information that is known to the Trustee relating to the Bonds as the Issuer or the College, from time to time, may reasonably request, including, but not limited to, such information as may be necessary to enable the Issuer or the College to make any reports required by any Federal, state or local law or regulation or to request any consent or waiver from the holders of the Bonds.

Discharge of Lien

(a) If the Issuer shall pay or cause to be paid to the Owners of any series of Bonds or of all Outstanding Bonds the principal thereof, redemption premium, if any, and interest thereon, at the times and in the manner stipulated therein and in the Indenture, and if there shall have been paid all fees, charges and expenses required to be paid under the Indenture, then the lien on the Trust Estate created by the Indenture for the benefit of the Owners of such Series of Bonds so paid shall be released, discharged and satisfied. In such event, except as otherwise specifically provided in the Indenture, the Trustee and any additional Paying Agent shall pay or deliver to the College all moneys or securities held by it pursuant to the Indenture which are not required for the payment of principal of, interest and premium, if any, on such Series of Bonds. The Issuer may pay or cause to be paid any Series of Bonds without at the same time paying or causing to be paid all other Series of Outstanding Bonds. If the Issuer does not pay or cause to be paid, at the same time, all Outstanding Bonds, then the Trustee and any additional Paying Agent shall not return those moneys and securities held under the Indenture as security for the benefit of the Owners of Bonds not so paid or caused to be paid.

(b) When all of the Outstanding Bonds shall have been paid in full, or provisions for such full payment of all Outstanding Bonds shall have been made in accordance with this summarized section and the section under the heading "Discharge of the Indenture", the Trustee and the Issuer shall promptly execute and deliver to the College such written certificates, instruments and documents as the College shall reasonably provide to cause the lien of the Indenture upon the Trust Estate to be discharged and canceled.

(c) Notwithstanding the fact that the lien of the Indenture upon the Trust Estate may have been discharged and canceled in accordance with this summarized section, the Indenture and the rights granted and duties imposed by the Indenture, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and canceled, shall nevertheless continue and subsist until the principal or Redemption Price of and interest on all of the Bonds shall have been fully paid or the Trustee shall have returned to the Issuer pursuant to the Indenture all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment.

Discharge of the Indenture

(a) Any Outstanding Bond or installments of interest with respect thereto shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning of, and with the effect expressed in, subsection (a) under the heading "Discharge of Lien" if: (i) there shall have been deposited with the Trustee sufficient cash and/or Government Obligations, in accordance with subsection (b) below, which will, without further investment, be sufficient, together with the other amounts held for such payment, to pay the principal of the Series of Bonds when due or to redeem the Series of Bonds on the earliest possible redemption date thereof at the Redemption Price specified in in the Indenture; (ii) in the event such Bonds are to be redeemed prior to maturity in accordance with the Indenture or in a Supplemental Indenture with respect to such Series of Bonds, all action required by the provisions of the Indenture to redeem the Bonds shall have been taken or provided for to the satisfaction of the Trustee and notice thereof in accordance with the Indenture or in a Supplemental Indenture with respect to such Series of Bonds shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice; (iii) provision shall have been made for the payment of all fees and expenses, including attorney's fees and expenses of the Trustee and of any additional Paying Agent with respect to the Series of Bonds of which the Bond is a part; (iv) the Issuer shall have been reimbursed for all of its expenses under the Loan Agreement with respect to the Series of Bonds of which such Series of Bonds is a part; (v) all other payments required to be made under the Loan Agreement and the Indenture or any Supplemental Indenture with respect to such Series of Bonds of which the Bond is a part shall have been made or provided for; (vi) the Issuer causes to be delivered an opinion of Independent Counsel stating that all conditions precedent with respect to the satisfaction and discharge of the Indenture have been met, then these presents and the trust and rights hereby granted shall cease, terminate and be void; and (vii) there shall have been delivered to the Issuer and to the Trustee a verification report from a verification agent (in each case reasonably satisfactory to the Issuer and the Trustee) to the effect that the moneys and/or Government Obligations are sufficient, together with any income to be earned thereon, without reinvestment, to pay the principal of, interest on, and redemption premium, if any, of the Bonds to be defeased.

(b) For the purpose of this summarized section, the Trustee shall be deemed to hold sufficient moneys to pay the principal of an Outstanding Bond not then due or to redeem an Outstanding Bond prior to the maturity thereof only if there shall be on deposit with the Trustee and available for such purpose an amount of cash and/or a principal amount of Government Obligations, maturing or redeemable at the option of the owner thereof not later than (i) the maturity date of such Series of Bonds, or (ii) the first date following the date of computation on which such Series of Bonds may be redeemed pursuant to the Indenture (whichever may first occur), which, together with income to be earned on such Government Obligations prior to such maturity date or Redemption Date, equals the principal and redemption premium, if any, due on such Series of Bonds, together with all interest thereon (at the maximum applicable rate) which has accrued and which will accrue to such maturity or Redemption Date.

(c) Upon the defeasance of any series of Series of Bonds or of all Outstanding Bonds in accordance with the Indenture, the Trustee shall hold in trust, for the benefit of the Owners of such Series of Bonds, all such cash and/or Government Obligations, shall make no other or different investment of such cash and/or Government Obligations and shall apply the proceeds thereof and the income therefrom only to the payment of such Bonds.

Lien Law Section 73 Covenant

The College, for itself hereby covenants to the Issuer and to the Trustee, as a third-party beneficiary hereof, that the College will receive advances of monies under the Bond Documents and will hold the right to receive such advances as trust funds to be first applied to the payment of trust claims as defined in Section 71 of the Lien Law of the State, and that the College will apply the same to such payments only, before using any part of such advances for any other purpose.

Events of Default

The following shall be "Events of Default" under the Indenture with respect to any Bond or any Series of Bonds:

(a) A default in the due and punctual payment of any interest or any principal, Sinking Fund Payments, or Redemption Price of any Bond, whether at the stated maturity thereof, upon proceedings for redemption thereof or upon the maturity thereof by declaration, or any other amounts due under the Indenture or the other Bond Documents or any other bond documents entered into in connection with any series of Additional Bonds; or

(b) A default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in the Indenture or in any Series of Bonds and the continuance thereof for a period of thirty (30) days after written notice given by the Trustee or by the Owners of not less than fifty percent (50%) of the principal amount of the applicable Series of Bonds then Outstanding; or if such default cannot be cured within thirty (30) days, but the Issuer is proceeding diligently to cure such default, then the Issuer shall be permitted an additional ninety (90) days within which to remedy the default; or

(c) The occurrence of an Event of Default under any Loan Agreement.

Acceleration; Annulment of Acceleration; Default Rate

(a) Upon the occurrence of an Event of Default under section (a)(v) under the heading "Events of Default Defined" or any similar provision in any other Loan Agreement with respect to any Additional Bonds, all Series of Bonds Outstanding shall become immediately due and payable without action or notice of any kind on the part of the Trustee or the Issuer. Upon the occurrence and continuance of an Event of Default, the Trustee shall, by notice in writing delivered to the Issuer and the College, declare all Series of Bonds Outstanding immediately due and payable, and such Series of Bonds shall become and be immediately due and payable, anything in the Series of Bonds or in the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Series of Bonds an amount equal to the total principal amount of all such Series of Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment. If all of the Series of Bonds Outstanding shall become so immediately due and payable, the Issuer and the Trustee shall as soon as possible declare by written notice to the College all unpaid installments payable by the College under section (a) under the heading "Loan Payments and Other Amounts Payable" or any similar provision in any other Loan Agreement with respect to any Additional Bonds to be immediately due and payable.

(b) At any time after the principal of the Series 2022 Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may annul such declaration and its consequences with respect to any Series 2022 Bonds not then due by their terms if (i) moneys shall have been deposited in the Bond

Fund sufficient to pay all matured installments of interest and principal, Sinking Fund Payments, or the Redemption Price (other than principal then due only because of such declaration) of such Outstanding Series of Bonds; (ii) sufficient moneys shall be available to pay the amounts described in the Indenture; (iii) all other amounts then payable by the Issuer under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every other Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

(c) Upon the occurrence and continuation of an Event of Default, the Bonds shall bear interest at a default rate from the date of the occurrence of such Event of Default until the Bonds have been paid pursuant to subsection (a) under the heading "Acceleration; Annulment of Acceleration" or such Event of Default has been cured.

Enforcement of Remedies

(a) Upon the occurrence and continuance of any Event of Default, and upon being provided with security or indemnity reasonably satisfactory to the Trustee against any liability or expense which might thereby be incurred, the Trustee shall proceed forthwith to protect and enforce its rights and the rights of the Owners under the Act, the applicable Series of Bonds and the applicable Loan Agreement by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient. In considering what actions are or are not prudent in the circumstances, the Trustee shall consider whether or not to take such action as may be permitted to be taken by the Trustee under any of the Financing Documents.

(b) The Trustee acting directly may sue for, enforce payment of and receive any amounts due or becoming due from the Issuer or the College for principal, Redemption Price, interest or otherwise under any of the provisions of the Series of Bonds, the Bond Documents, and any bond documents entered into in connection with any Series of Additional Bonds without prejudice to any other right or remedy of the Trustee or of the Owners.

(c) Regardless of the happening of an Event of Default, the Trustee shall have the right to institute and maintain such suits and proceedings as it may be advised by such Owners shall be necessary or expedient (i) to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture or of any resolution authorizing any Series of Bonds, or (ii) to preserve or protect the interests of the Owners, provided that such request is in accordance with law and the provisions of the Indenture and is not unduly prejudicial to the interests of the Owners not making such request.

Appointment of Receivers

Upon the occurrence of an Event of Default and upon the filing of a suit or commencement of other judicial proceedings to enforce the rights of the Trustee or the Owners under the Indenture, the Trustee shall, to the extent permitted by law, be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues and receipts thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Application of Moneys

(a) The Net Proceeds received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall be, after paying the fees and expenses, including attorney's fees and expenses, of the Trustee, deposited in the Bond Fund.

(b) All moneys held in a Sub-Account of the Bond Fund for any particular Series of Bonds during the continuance of an Event of Default shall be applied as follows:

(i) Unless the principal of all the Bonds of a particular Series of Bonds shall have become due or shall have been declared due and payable,

FIRST - To the payment of all installments of the interest then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or preference; and

SECOND - To the payment of the unpaid principal or Redemption Price, if any, of any Series of Bonds or principal installments which shall have become due (other than any Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in order of their due dates, with interest on such Bonds, at the rate or rates expressed thereon, from the respective dates upon which such Bonds became due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD - To the payment of the principal or Redemption Price of and interest on such Bonds as the same become due and payable; and

(ii) If the principal of all such Bonds shall have become due or shall have been declared due and payable, to the payment of the principal and interest (at the rate or rates expressed thereon) then due and unpaid upon all such Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bonds of such series, ratably according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; and

(iii) If the principal of all such Bonds shall have been declared due and payable and if such declaration shall thereafter have been annulled pursuant to provisions of subsection (b) under the heading "Acceleration; Annulment of Acceleration", the moneys shall be applied in accordance with the provisions of paragraph (b)(i) of this summarized section.

(c) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this summarized section, such moneys shall be applied at such time or times as the Trustee shall determine in good faith, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. On the date fixed by the Trustee for application of such moneys, interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the application of any such moneys and of the fixing of any such date.

Remedies Vested in Trustee

Except as otherwise provided in the Indenture, all rights of action (including the right to file proof of claim) under the Indenture or under any of the Series of Bonds may be enforced by the Trustee without possession of any of the Series of Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of any Series of Bonds. Subject to the provisions of the Indenture, any recovery of judgment shall be for the equal benefit of the Owners of the Outstanding Bonds.

Remedies Not Exclusive

No remedy conferred upon or reserved to the Trustee or to the Owners by the Indenture is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners under the Indenture or now or hereafter existing at law or in equity or by statute.

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SUMMARY OF CERTAIN PROVISIONS
OF THE LOAN AGREEMENT

The obligations of the College to make payments under the Loan Agreement are evidenced by a promissory note for the Series 2022 Bonds from the College to the Issuer and endorsed by the Issuer to the Trustee. The payments by the College under the Loan Agreement and the Promissory Note are intended as security for the Series 2022 Bonds.

The following is a brief summary of certain provisions of the Loan Agreement and should not be considered a full statement thereof. Reference is made to the Loan Agreement for complete details of the terms thereof.

Financing and Refinancing of Project

(a) The College agrees, and covenants and warrants to the Issuer, it has or will acquire, renovate, construct, equip and furnish the Project in accordance with the Plans and Specifications.

(b) Reserved.

(c) Reserved.

(d) The College shall pay all fees, costs and expenses incurred in the construction and renovation of the Improvements and the acquisition and installation of the Equipment from funds made available therefor in accordance with the Loan Agreement, and shall ask, demand, sue for, levy, recover and receive all such sums or money, debts, dues and other demands whatsoever which may be due, owing and payable to the College under the terms of any contract, order, receipt, or writing in connection with the construction, renovation and completion of the Improvements and the acquisition and installation of the Equipment, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

Issuance of the Series 2022 Bonds; Disbursement of Bond Proceeds

In order to provide funds for payment of the Costs of the 2022 Project, together with other payments and incidental expenses in connection therewith, the Issuer agrees that it will authorize, issue, sell and cause the Series 2022 Bonds to be delivered on the terms set forth in the Indenture. Bond Proceeds shall be disbursed in accordance with the provisions of the Indenture and the Loan Agreement.

Application of Series 2022 Bond Proceeds

The Series 2022 Bond Proceeds shall be deposited in the Project Fund and used to pay the costs of the Project. Except as provided in section (a)(ii) under the heading "Remedies on Default", the Bond Proceeds, upon the written direction of an Authorized Representative of the College, and on the conditions provided for in the Indenture, shall be applied to pay only the following costs and items of expense paid by or on behalf of the Issuer as provided under the Tax Regulatory Agreement or included in a resolution of the Board of Trustees of the College indicating an intent to reimburse the College for costs of the Project incurred prior to that date:

(i) the cost of preparing the Plans and Specifications (including any preliminary study or planning of the Project or any aspect thereof),

(ii) all costs of renovating, constructing, equipping and furnishing the Project (including environmental audits and architectural, engineering and supervisory services with respect to the Project),

(iii) all fees, taxes, charges and other expenses for recording or filing, as the case may be, any documents that the Issuer or the Trustee may deem desirable in order to protect or perfect any security interest contemplated by the Indenture,

(iv) all legal, accounting and any other fees, costs and expenses incurred in connection with the preparation, printing, reproduction, authorization, issuance, execution, sale and distribution of the Series 2022 Bonds and the Bond Documents and all other documents in connection with the Loan Agreement or therewith, and with any other transaction contemplated by the Loan Agreement or the Indenture,

(v) any administrative fee and fee for services of the Issuer,

(vi) reimbursement to the College for any of the above-enumerated costs and expenses.

Certificates of Completion

To establish the Completion Date, the College shall deliver to the Issuer and the Trustee a Completion Certificate signed by an Authorized Representative of the College (i) stating that the acquisition, renovation, construction, equipping and furnishing of the Project to be paid for with Series 2022 Bond Proceeds has been substantially completed in accordance with the Plans and Specifications therefor; and (ii) stating that except for amounts retained in the Project Fund for the payment of incurred, but unpaid, items of the Costs of the Project or items when the College is then contesting the payment thereof, the payment for all labor, services, materials and supplies used in such renovation, construction, equipping and furnishing has been made or provided for. The College agrees to complete the renovation, construction, equipping and furnishing of the Project on or before May 1, 2025 unless such date has been extended by the Issuer. The Issuer shall not extend such Completion Date unless the College has caused to be delivered to the Issuer and the Trustee an acceptable opinion of Bond Counsel stating that the extension of the Completion Date will not adversely affect the exclusion of interest on the Series 2022 Bonds, from gross income for Federal income tax purposes. Such Completion Certificate shall further certify as to the determination of the Rebate Amount as provided in the Tax Regulatory Agreement and the Indenture and shall direct the Trustee to make any transfer to, or make payments of amounts for deposit in, the Rebate Fund.

Completion by College

(a) In the event that the Net Proceeds of the Series 2022 Bonds are not sufficient to pay in full the construction and equipping of the Project, the College agrees to pay, for the benefit of the Issuer and the Trustee, all such sums as may be in excess of the Net Proceeds of the Series 2022 Bonds. The College shall execute, deliver and record or file such instruments as the Issuer or the Trustee may request in order to perfect or protect the Issuer's security interests contemplated by the Indenture and the Note.

(b) The College shall not be entitled to any reimbursement for such excess cost or expense from the Issuer or the Trustee or the Owners of any of the Series 2022 Bonds, nor shall it be entitled to any diminution or abatement of any other amounts payable by the College under the Loan Agreement.

Loan of Series 2022 Bond Proceeds

The Issuer hereby agrees to loan the Series 2022 Bond Proceeds to the College in accordance with the provisions of the Loan Agreement. Such Series 2022 Bond Proceeds shall be disbursed to the College in accordance with the provisions of the Loan Agreement and of the Indenture.

Loan Payments and Other Amounts Payable

(a) The College shall pay to the Issuer on the Closing Date the Issuer's administrative fee in the amount of $208,314.10 (equal to the administrative fee of $207,975.00, plus $339.10 (total costs related to the public hearing).. The College shall pay basic loan payments five (5) Business Days before each Debt Service Payment Date directly to the Trustee, in an amount equal to the Debt Service Payment becoming due and payable on the Series 2022 Bonds on such Debt Service Payment Date. The College's obligation to pay such basic loan payments shall be evidenced by the Promissory Note, substantially in the form attached to the Loan Agreement as Exhibit B.

(b) In addition to the Loan Payments pursuant to subsection (a) above, throughout the Loan Term, the College shall pay to the Issuer as additional loan payments, within fifteen (15) days of the receipt of demand therefor, an amount equal to the sum of the out-of-pocket expenses of the Issuer and the members thereof actually incurred (i) by reason of the Issuer's financing of the Project, or (ii) in connection with the carrying out of the Issuer's duties and obligations under the Issuer Documents, the payment of which is not otherwise provided for under the Loan Agreement. The foregoing shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Issuer.

(c) In addition, the College shall pay as additional loan payments within fifteen (15) days after receipt of a written demand therefor the Ordinary Expenses and Extraordinary Expenses payable by the Issuer to the Trustee, including attorney's fees and expenses pursuant to and under the Indenture.

(d) Reserved.

(e) The College, under the provisions of this summarized section, agrees to make the above-mentioned payments in immediately available funds and without any further notice in lawful money of the United States of America. In the event the College shall fail timely to make any payment required in section (a) above, the College shall pay the same together with interest on such payment at the Late Payment Rate, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made. In the event the College shall fail timely to make any payment required in section (b) above, the College shall pay the same together with interest on such payment at the per annum rate of ten percent (10%), but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

Obligations of College Under the Loan Agreement Unconditional

The obligations of the College to make the payments required under the heading "Loan Payments and Other Amounts Payable", and to perform and observe any and all of the other covenants and agreements on its part contained in the Loan Agreement, shall be a general obligation of the College, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Issuer. The College agrees it will not (i) suspend, discontinue or abate any payment required under the Loan Agreement, (ii) fail to observe any of its other covenants or agreements in the Loan Agreement, or (iii) terminate the Loan Agreement for any cause whatsoever unless and until the Series 2022 Bonds, including premium, if any, and interest thereon, have been paid or provided for in the Financing Documents.

Subject to the foregoing provisions, nothing contained in this summarized section shall be construed to release the Issuer from the performance of any of the agreements on its part contained in the Loan Agreement or to affect the right of the College to seek reimbursement from, or institute any action against any party as the College may deem necessary to compel performance or recover damages for non-performance from such party.

Payment of Additional Moneys in Prepayment of Series 2022 Bonds

In addition to any other moneys required or permitted to be paid pursuant to the Loan Agreement, the College may, subject to the terms of the Indenture, pay moneys to the Trustee (i) to be applied as the prepayment of amounts to become due and payable by the College pursuant to section (a) under the heading “Loan Payments and Other Amounts Payable” and the Promissory Note, or (ii) to be used for the redemption or prepayment of any Series 2022 Bonds at such time or times and on such terms and conditions as is provided in such Series 2022 Bonds and in the Indenture. The College shall notify the Issuer and the Trustee in writing as to the purpose of any such payment.

Rights and Obligations of the College upon Prepayment of Series 2022 Bonds

In the event the Series 2022 Bonds shall have been paid in full prior to the termination of the Loan Agreement, or provision for such payment shall have been made in accordance with the Indenture, the Issuer, at the sole cost of the College, shall obtain and record or file appropriate terminations, discharges or releases of any security interest relating to the Project or under the Indenture.

Maintenance and Modifications of Project by College

(a) The College shall not abandon the Project or cause or permit any waste to the Improvements. During the Loan Term, the College shall not remove any part of the Project outside of the jurisdiction of the Issuer and shall (i) keep the Project in as reasonably safe condition as its operations shall permit; (ii) make all necessary repairs and replacements to the Project (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (iii) operate the Project in a sound and economic manner.

(b) With the written consent of the Issuer, which shall not be unreasonably withheld, the College, from time to time, may make any material structural additions, modifications or improvements to the Project or any part thereof, provided (i) such actions do not adversely affect the structural integrity of the Project, (ii) such actions do not materially impair the use of the Project or materially decrease their value. All such additions, modifications or improvements made by the College shall become a part of the Project.

Installation of Additional Equipment

Subject to the provisions of the Loan Agreement, the College or any permitted sublessee of the College from time to time may install additional machinery, equipment or other personal property in the Project (which may be attached or affixed to the Project), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Project, provided that the acquisition and installation of such property is not financed from either the Project Fund or the Renewal Fund. The College from time to time may create or permit to be created any Lien on such machinery, equipment or other personal property. Further, the College from time to time may remove or permit the removal of such machinery, equipment and other personal property from the Project, provided that any such removal of such machinery, equipment or other personal property shall not occur if any such removal shall adversely affect the structural integrity of the Project or impair the overall operating efficiency of the Project for the purposes for which it is intended, and provided further that, if any damage is occasioned to the Project by such removal, the College agrees promptly to repair such damage at its own expense.

Insurance Required

At all times throughout the Loan Term, including, when indicated in the Loan Agreement, during the Construction Period, the College shall, at its sole cost and expense, maintain or cause to be maintained insurance covering the Project against such risks and for such amounts as are customarily insured against by facilities of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties customarily insured against, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the College, but in no event less than the principal amount of the Bonds. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) Workers' compensation insurance, disability benefits insurance and each other form of insurance which the College is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the College who are located at or assigned to the Project. This coverage shall be in effect from and after any employees of the College first occupy the Project.

(c) Insurance protecting the Issuer, the Trustee and the College against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the College under the Loan Agreement) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage) and with a blanket excess liability coverage in an amount not less than $5,000,000 protecting the Issuer, the Trustee and the College against any loss or liability or damage for personal injury, including bodily injury or death, or property damage. This coverage shall also be in effect during the Construction Period.

(d) During the Construction Period (and for at least one year thereafter in the case of Products and Completed Operations as set forth below), the College shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation and employer's liability with limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:

Premises and Operations
Products and Completed Operations
Owners Protective
Contractors Protective

Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iii) Business auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Excess "umbrella" liability providing liability insurance in excess of the coverage's in (ii) and (iii) above with a limit of not less than $5,000,000.

(e) A policy or policies of flood insurance in an amount not less than the principal amount of the Loan or the maximum amount of flood insurance available with respect to the Project under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Issuer that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Additional Provisions Respecting Insurance

(a) All insurance required under the heading "Insurance Required" shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. The company issuing the policies required by sections (a) and (e) under the heading "Insurance Required" shall be rated "A" or better by A.M. Best Co., Inc. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by sections (a) and (e) under the heading "Insurance Required" shall provide for payment to the Trustee of the Net Proceeds of insurance resulting from any claim for loss or damage thereunder, and all policies of insurance required under the heading "Insurance Required" shall provide for at least thirty (30) days' prior written notice of the restriction, cancellation or modification thereof to the Issuer and the Trustee. The policy evidencing the insurance required by section (c) under the heading "Insurance Required" shall name the Issuer and the Trustee as additional insureds. All policies evidencing the insurance required by sections (d)(ii) and (iv) under the heading "Insurance Required" shall name the Issuer and the College as additional insureds. Upon request of the Trustee, the College will assign and deliver to the Trustee the policies of insurance required under section (a) under the heading "Insurance Required", so and in such manner and form that the Trustee shall at all times, upon such request and until the payment in full of the Series 2022 Bonds, have and hold said policies and the Net Proceeds thereof as collateral for the payment of the Series 2022 Bonds. The policies under section (a) under the heading "Insurance Required" shall contain appropriate waivers of subrogation.

(b) The policies (or certificates and binders) of insurance required by section (a) under the heading "Insurance Required" shall be deposited with the Trustee on or before the Closing Date. A copy of the policy (or certificate and binder) of insurance required by section (c) under the heading "Insurance Required" shall be delivered to the Issuer on or before the Closing Date. A copy of the policies (or certificates and binders) of insurance required by sections (d)(ii) and (iv) under the heading "Insurance Required" shall be delivered to the Issuer on or before the Closing Date. The College shall deliver to the Issuer and the Trustee before the first Business Day of each twelve (12) month period thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding twelve (12) month period, insurance of the types and in the amounts required under the heading "Insurance Required" and complying with the additional requirements of section (a) above. Prior to the expiration of each such policy or policies, the College shall furnish to the Issuer and the Trustee a new policy or policies of insurance or evidence that such policy or policies have been renewed or replaced or are no longer required by the Loan Agreement. The College shall provide such further information with respect to the insurance coverage required by the Loan Agreement as the Issuer and the Trustee may from time to time reasonably require.

Application of Net Proceeds of Insurance

The Net Proceeds of the insurance carried pursuant to the provisions under the heading "Insurance Required" shall be applied as follows: (i) the Net Proceeds of the insurance required by section (a) under the heading "Insurance Required" shall be applied as provided in the under the heading "Damage or Destruction of the Project", and (ii) the Net Proceeds of the insurance required by sections (b), (c) and (d) under the heading "Insurance Required" shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Damage or Destruction of the Project

(a) If any portion of the Project shall be damaged or destroyed (in whole or in part) at any time during the Loan Term:

(i) the Issuer shall have no obligation to replace, repair, rebuild, restore or relocate the Project or any project thereof comprising a portion of the Project; and

(ii) there shall be no abatement or reduction in the Loan Payments or other amounts payable by the College under the Loan Agreement (whether or not such project comprising a portion of the Project is replaced, repaired, rebuilt, restored or relocated); and

(iii) upon the occurrence of such damage or destruction, the Net Proceeds derived from the insurance shall be paid to the Trustee and deposited in the Renewal Fund, and, except as otherwise provided in the Loan Agreement, the College shall at its option either (A) replace, repair, rebuild, restore or relocate such project comprising a portion of the Project, or (B) direct the Trustee to apply such Net Proceeds to the payment of the principal of the Series 2022 Bonds or any Additional Bonds as they become due and payable or the redemption Price of the Bonds subject to Redemption in accordance with the Indenture.

If the College replaces, repairs, rebuilds, restores or relocates the Project, the Trustee shall disburse the Net Proceeds from the Renewal Fund in the manner set forth in the Indenture to pay or reimburse the College for the cost of such replacement, repair, rebuilding, restoration or relocation.

(b) Any such replacements, repairs, rebuilding, restorations or relocations shall be subject to the following conditions:

(i) such project comprising a portion of the Project shall be in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

(ii) the exclusion of the interest on the Series 2022 Bonds from gross income for Federal income tax purposes shall not, in the opinion of Bond Counsel, be adversely affected;

(iii) such project comprising a portion of the Project will be subject to no Liens, other than Permitted Encumbrances; and

(iv) any other conditions the Issuer may reasonably impose.

(c) All such repair, replacement, rebuilding, restoration or relocation of such project comprising a portion of the Project shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements and be promptly and fully paid for by the College in accordance with the terms of the applicable contracts.

(d) If the College elects to replace, repair, rebuild, restore or relocate the Project pursuant to the Loan Agreement, then in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, restoration or relocation, the College shall nonetheless complete the work and pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. All such replacements, repairs, rebuilding, restoration or relocations made pursuant to the Section, whether or not requiring the expenditure of the College's own money, shall automatically become a part of the Project as if the same were specifically described in the Loan Agreement.

(e) Any balance of such Net Proceeds remaining in the Renewal Fund after payment of all costs of replacement, repair, rebuilding, restoration or relocation shall, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, be used to redeem the Series 2022 Bonds as provided in the Indenture.

(f) If the College shall exercise its option to terminate the Loan Agreement pursuant to the provisions under the heading "Early Termination of Loan Agreement", such Net Proceeds shall be applied to the payment of the amounts required to be paid under the heading "Conditions to Early Termination of Loan Agreement". If an Event of Default under the Loan Agreement shall have occurred and is continuing and the Trustee shall have exercised its remedies under the Loan Agreement, such Net Proceeds shall be applied to the payment of the amounts required to be paid by the Loan Agreement.

(g) If the entire amount of the Series 2022 Bonds and interest thereon has been fully paid, or provision therefor has been made in accordance with the Indenture, all such remaining Net Proceeds shall be paid to the College.

(h) Except upon the occurrence and continuation of an Event of Default, the College with the consent of the Issuer, not to be withheld unreasonably, shall have the right to settle and adjust all claims under any policies of insurance required by sections (a) and (d) under the heading "Insurance Required" on behalf of the Issuer and on its own behalf.

Condemnation

(a) If title to or use of the Project or any portion thereof comprising a portion of the Project shall be taken by Condemnation (in whole or in part) at any time during the Loan Term:

(i) the Issuer shall have no obligation to replace, repair, rebuild, restore or relocate such project comprising a portion of the Project or acquire, by construction or otherwise, facilities of substantially the same nature as the Project (the "**Substitute Project**"); and

(ii) there shall be no abatement or reduction in the amounts payable by the College under the Loan Agreement (whether or not such project comprising a portion of the Project is replaced, repaired, rebuilt, restored or relocated or the Substitute Project acquired); and

(iii) upon the occurrence of such Condemnation, the Net Proceeds derived therefrom shall be paid to the Trustee and deposited in the Renewal Fund, and, except as otherwise provided in the Loan Agreement, the College shall

(A) replace, repair, rebuild, restore or relocate such project comprising a portion of the Project or acquire the Substitute Project, or

(B) redeem an amount of Series 2022 Bonds equal to the Net Proceeds in accordance with the Indenture.

If the College replaces, repairs, rebuilds, restores or relocates such project comprising a portion of the Project or acquires the Substitute Project, the Trustee shall disburse the Net Proceeds from the Renewal Fund in the manner set forth in the Indenture to pay or reimburse the College for the cost of such replacement, repair, rebuilding, restoration, relocation or acquisition of the Substitute Project.

(b) Any such replacements, repairs, rebuilding, restorations, relocations or acquisitions of the Substitute Project shall be subject to the following conditions:

(i) such project comprising a portion of the Project or the Substitute Project shall be in substantially the same condition and value as an operating entity as existed prior to the condemnation;

(ii) the exclusion of the interest on the Series 2022 Bonds from gross income for Federal income tax purposes shall not, in the opinion of Bond Counsel, be adversely affected;

(iii) such project comprising a portion of the Project or the Substitute Project will be subject to no Liens, other than Permitted Encumbrances; and

(iv) any other conditions the Issuer may reasonably impose.

(c) All such repair, replacement, rebuilding, restoration or relocation of such project comprising a portion of the Project shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements and shall be promptly and fully paid for by the College in accordance with the terms of the applicable contracts.

(d) If the College elects to replace, repair, rebuild, restore or relocate pursuant to the Loan Agreement, then in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, restoration, relocation or acquisition of the Substitute Project, the College shall nonetheless complete the work or the acquisition and pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. All such replacements, repairs, rebuilding, restoration, relocations and such acquisition of the Substitute Project made pursuant to this summarized section, whether or not requiring the expenditure of the College's own money, shall automatically become a part of the Project as if the same were specifically described in the Loan Agreement.

(e) Any balance of such Net Proceeds remaining in the Renewal Fund after payment of all costs of replacement, repair, rebuilding, restoration, relocation or acquisition of the Substitute Project shall, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, be used to redeem the Series 2022 Bonds as provided in the Indenture.

(f) If the College shall exercise its option to terminate the Loan Agreement pursuant to the provisions under the heading "Early Termination of Loan Agreement", such Net Proceeds shall be applied to the payment of the amounts required to be paid under "Conditions to Early Termination of Loan Agreement". If any Event of Default under the Loan Agreement shall have occurred and is continuing and the Trustee shall have exercised its remedies under the Loan Agreement, such Net Proceeds shall be applied to the payment of the amounts required to be paid by the Loan Agreement.

(g) If the entire amount of the Series 2022 Bonds and interest thereon has been fully paid, or provision therefor has been made in accordance with the Indenture, all such remaining Net Proceeds shall be paid to the College.

(h) Except upon the occurrence and continuation of an Event of Default, the College with the consent of the Issuer, not to be unreasonably withheld, shall have the right to settle and adjust all claims under any Condemnation proceedings on behalf of the Issuer and on its own behalf.

Hold Harmless Provisions

(a) The College agrees that the Issuer, the Trustee and each Paying Agent shall not be liable for and agrees to defend, indemnify, release and hold the Issuer, the Trustee and each Paying Agent harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project or the Land, or (ii) liability arising from or expense incurred in connection with the Issuer's financing, construction, renovation, and equipping of the Project, including without limiting the generality of the foregoing, all claims arising from the breach by the College of any of its covenants contained in the Loan Agreement, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Issuer, the Trustee or any Paying Agent are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Issuer, the Trustee or any Paying Agent or any of their respective members, directors, trustees, officers, agents or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Issuer, the Trustee or any Paying Agent, or any of their respective members, directors, trustees, officers, agents or employees, and irrespective of the breach of a statutory obligation (other than a breach caused by any of their respective gross negligence or intentional or willful wrongdoing) or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law.

(b) Notwithstanding any other provisions of the Loan Agreement, the obligations of the College pursuant to this summarized section shall remain in full force and effect after the termination of the Loan Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described in this section may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters described in this section and the payment of all expenses (including attorney's fees and expenses) and charges incurred by the Issuer, the Trustee or their respective members, directors, officers, agents and employees, relating to the enforcement of the provisions specified in this section.(c) In the event of any claim against the Issuer, the Trustee or any Paying Agent or their respective members, directors, officers, agents or employees by any employee or contractor of the College or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the College under the Loan Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

(c) The College releases each of the Issuer, the Trustee, and each Paying Agent from, and agrees, that none of the Issuer, the Trustee, or any Paying Agent shall be liable to the College or its affiliates for, any claim or liability arising from or incurred as a result of action taken or not taken by such Issuer, the Trustee, or Paying Agent with respect to any of the matters set forth in this summarized section, or at the direction of the College with respect to any of the matters referenced in this summarized section.

(d) The Trustee shall be entitled to rely on any certificates, instructions or directions given pursuant to the terms hereof and the College shall indemnify, defend and hold harmless the Trustee for the consequences of all actions taken pursuant to any such certificates, instructions or directions provided that the Trustee, at the time the certificates, instructions or directions were given, reasonably believed in good faith that such certificates, instructions or directions were genuine, such consequences to include without limitation any fees or expenses (including reasonable attorney's fees and expenses) incurred by the Trustee in connection therewith.

(e) The Trustee and each Paying Agent shall be third party beneficiaries of the College's obligations under this summarized section.

Right to Inspect Project

The Issuer and the Trustee and the duly authorized agents of either of them shall have the right at all reasonable times upon prior written notice to the College to inspect the Project.

College to Maintain Its Existence

The College agrees that during the Loan Term (a) it will maintain its existence as an education corporation constituting an Exempt Organization subject to service of process within the State; (b) it will preserve its status as an organization described in Section 501(c)(3) of the Code; (c) it will operate the Project as an institution of higher education which, together with other available funds, will be sufficient in each fiscal year to provide funds for the following: (1) the payment by the College of all of its expenses for the operation, maintenance and repair of its facilities or Project in such year; (2) the payment of all amounts due under the Loan Agreement in such year; and (3) the payment of all indebtedness and all other obligations of the College due in such year; and (e) it will not perform any act, enter into any agreement, or use or permit the Project to be used in any manner or for any unrelated trade or business as described in Section 513(a) of the Code, which could adversely affect the exemption of interest on the Series 2022 Bonds from Federal income taxes pursuant to Section 103 and 145 of the Code except as provided in the Tax Regulatory Agreement. Except as permitted by the Tax Regulatory Agreement, prior to the College performing any act, entering into any agreement or using or permitting the Project to be used in any manner that would constitute an unrelated trade or business within the meaning of Section 513(a) of the Code which could adversely affect the exemption of interest on the Series 2022 Bonds from Federal income taxes pursuant to Section 103 and 145 of the Code, the College shall provide written notice to the Issuer and the Trustee and the Issuer and the Trustee shall receive an opinion of counsel satisfactory to each of them to the effect that such contemplated act, agreement or use will not adversely affect the exemption of interest on the Bonds for Federal income tax purposes.

Qualification in State

The College throughout the Loan Term shall continue to be duly authorized to do business in the State as an institution of higher education.

Books of Record and Account; Financial Statements

The College at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the College.

Compliance with Orders, Ordinances, Etc.

(a) The College, throughout the Loan Term, agrees that it will promptly comply, and take all reasonable steps to cause any tenant or occupant of the Project to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project or any part thereof or to the renovation, construction and equipping thereof, or to any use, manner of use or condition of the Project or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers having jurisdiction of the Project or any part thereof, or to the renovation, construction, equipping and furnishing thereof, or to any use, manner of use or condition of the Project or any part thereof and of all companies or associations insuring the premises.

(b) The College shall keep or cause the Project to be kept free of Hazardous Substances, except in compliance with applicable law. Without limiting the foregoing, the College shall not cause or permit the Project to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance with all applicable federal, state and local laws, regulations and permits, nor shall the College cause or permit, as a result of any intentional or unintentional act or omission on the part of the College or any contractor, subcontractor, tenant or subtenant, a release of Hazardous Substances onto the Project or onto any other property. The College shall comply with and shall take all reasonable steps to ensure compliance by all contractors, subcontractors, tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and shall take all reasonable steps to ensure that all contractors, subcontractors, tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The College shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances, on, from, or affecting the Project (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the reasonable satisfaction of the Trustee and the Issuer, and (iii) in accordance with the orders and directives of all federal, state, and local governmental authorities; and (b) defend, indemnify, and hold harmless the Trustee and the Issuer, their employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release, or threatened release of any Hazardous Substances which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise, (ii) any bodily injury, personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substances, (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substances, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee and the Issuer, which are based upon or in any way related to such Hazardous Substances, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs, and reasonable litigation expenses. The provisions of this summarized section shall be in addition to any and all other obligations and liabilities the College may have to the Trustee at common law, and shall survive the transactions contemplated in the Loan Agreement.

(c) Notwithstanding the provisions of subsections (a) and (b) above, the College may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsections (a) and (b) above by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the College may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Issuer or the Trustee shall notify the College that by failure to comply with such requirement or requirements, the Project or any part thereof may be subject to loss, penalty or forfeiture, in which event the College shall promptly take such action with respect thereto or provide such security as shall be satisfactory to the Trustee and to the Issuer. If at any time the then existing use or occupancy of the Project shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the College shall use all reasonable efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Issuer and the Trustee.

(d) Notwithstanding the provisions of this summarized section, if, because of a breach or violation of the provisions of subsections (a) or (b) (without giving effect to subsection (c)), either the Issuer, the Trustee, or any of their respective members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Issuer or the Trustee, the College shall immediately provide legal protection and/or pay amounts necessary in the opinion of the Issuer or the Trustee, as the case may be, and their respective members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(e) Notwithstanding any provisions of this summarized section, the Trustee and the Issuer retain the right to defend themselves in any action or actions which are based upon or in any way related to such Hazardous Substances. In any such defense of themselves, the Trustee and the Issuer shall each select their own counsel, and any and all reasonable costs of such defense, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs, and reasonable litigation expenses, shall be paid by the College.

Discharge of Liens and Encumbrances

(a) The College, throughout the Loan Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Project or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Project or any part thereof.

(b) Notwithstanding the provisions of subsection (a) above, the College may in good faith contest any such Lien. In such event, the College may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Issuer or the Trustee shall notify the College that by nonpayment of any such item or items, the Project or any part thereof may be subject to loss or forfeiture, in which event the College shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Issuer, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Issuer to protect its interests. Mechanics' Liens shall be discharged or bonded within ninety (90) days following the College's receipt of notice of the filing or perfection thereof.

Additional Encumbrances and Indebtedness

The College may issue additional Long-Term Indebtedness or request the Issuer to issue one or more series of Additional Bonds under the Indenture, provided that (i) all terms and conditions for the incurrence of such additional Long-Term Indebtedness or Additional Bonds under the Indenture have been satisfied, (ii) for so long as the Series 2013A Bonds are outstanding, Maximum Annual Debt Service on all outstanding and proposed long-term debt is less than ten percent (10%) of the College's Unrestricted Operating Revenues as stated in the most recently available audited College's financial statements, and (iii) for so long as Series 2013A Bonds are outstanding, the College maintains a Debt Service Coverage Ratio of 1.0x on a pro-forma basis, including the proposed Long-Term Indebtedness. At such time as the Series 2013A Bonds are no longer outstanding, paragraphs (ii) and (iii) under the heading "Additional Encumbrances and Indebtedness will be terminated and shall not be applicable to the Series 2022 Bonds and any Additional Bonds.

Certain Additional Covenants

(a) The College agrees to furnish to the Issuer and the Trustee, and, upon written request to the College, to any registered Bondholder of $1,000,000 in aggregate principal amount of Series 2022 Bonds, as soon as available and in any event within one hundred fifty (150) days after the close of each fiscal year of the College, a copy of the annual audited financial statements of the College, including statements of financial position as of the end of such year, and the related statement of activities for such fiscal year, prepared in accordance with generally accepted accounting principles, audited by a firm of independent certified public accountants.

(b) The College shall deliver to the Issuer and the Trustee with each delivery of annual financial statements required by the Loan Agreement, a certificate of an Authorized Representative of the College as to whether or not, as of the close of such preceding fiscal year of the College, and at all times during such fiscal year, the College was in compliance in all material respects with all the provisions which related to the College in the Bond Documents, and if such Authorized Representative of the College shall have obtained knowledge of any default in such compliance or notice of such default, such Authorized Representative of the College shall disclose in such certificate, such default or defaults or notice thereof and the nature thereof, whether or not the same shall constitute an Event of Default under the Loan Agreement, and any action proposed to be taken by the College with respect thereto.

(c) The College shall immediately notify the Issuer and the Trustee of the occurrence of any default or any event which with notice and/or lapse of time would constitute a default under the Loan Agreement or any of the other Bond Documents. Any notice required to be given pursuant to this subsection shall be signed by an Authorized Representative of the College and set forth a description of the default and the steps, if any, being taken to cure said default. If no steps have been taken, the College shall state this fact on the notice.

(d) The College will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, at the sole cost and expense of the College, as the Issuer or the Trustee deems necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of the Loan Agreement and any rights of the Issuer or the Trustee under the Loan Agreement or under the Indenture.

(e) Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "**Insolvency Proceeding**").

Continuing Disclosure Agreement

The College has executed and delivered to the Trustee a Continuing Disclosure Agreement, dated the date of initial delivery of the Series 2022 Bonds. The College hereby covenants and agrees with the holders from time to time of the Series 2022 Bonds that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement, as amended from time to time, applicable to it. Notwithstanding any other provision of the Loan Agreement, failure of the College to comply with the Continuing Disclosure Agreement shall not be considered a default or an event of default under the Loan Agreement and the rights and remedies provided by the Loan Agreement upon the occurrence of such a default or an event of default shall not apply to any such failure, but the Continuing Disclosure Agreement may be enforced only as provided in the Continuing Disclosure Agreement.

Securities Law Status

The College affirmatively represents, warrants and covenants that, as of the date of the Loan Agreement, it is an organization organized and operated: (i) exclusively for civic or charitable purposes; (ii) not for pecuniary profit; and (iii) no part of the net earnings of which inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended. The College agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this summarized section.

Rebate Covenant

The College covenants to make, or cause to be made, any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2022 Bonds pursuant to Section 148(f) of the Code and to comply with instructions received from Bond Counsel pursuant to the certification with respect to the making of any such payments.

Financial Covenants

(a) <u>Debt Service Coverage Ratio</u>. The College covenants that it shall maintain at all times a Debt Service Coverage Ratio of at least 1.00:1.00 so long as any of the Series 2013A Bonds are outstanding. At such time as the Series 2013A Bonds are no longer outstanding, the Debt Service Coverage Ratio covenant will be terminated and shall not be applicable to the Series 2022 Bonds.

(i) <u>Testing Compliance</u>. Compliance with the Debt Service Coverage Ratio covenant shall be tested annually commencing with the Fiscal Year ending June 30, 2022, on the basis of the College's audited financial statements required pursuant to the Loan Agreement.

(ii) <u>Failure to Maintain Debt Service Coverage Ratio</u>. If the actual Debt Service Coverage Ratio is less than the Debt Service Coverage Ratio required above for two consecutive years it shall constitute an Event of Default.

Assignment, Leasing and Subleasing

(a) The Loan Agreement may not be assigned, in whole or in part, and except in the ordinary course of the operations of the College, the Project may not be leased, in whole or in part, without the prior written consent of the Issuer in each instance except as provided in the Tax Regulatory Agreement. Any permitted assignment or lease shall be on the following conditions:

(i) no assignment or lease shall relieve the College from primary liability for any of its obligations under the Loan Agreement or under any other of the College Documents;

(ii) the assignee or lessee (in the discretion of the Issuer) shall assume the obligations of the College under the Loan Agreement to the extent of the interest assigned or leased, shall be jointly and severally liable with the College for the performance thereof and shall be subject to service of process in the State of New York;

(iii) the College shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Issuer and to the Trustee a true and complete copy of such assignment or lease and the instrument of assumption;

(iv) neither the validity nor the enforceability of the Series 2022 Bonds or any Bond Document shall be adversely affected thereby;

(v) the exclusion of the interest on the Series 2022 Bonds from gross income for Federal income tax purposes will not be adversely affected;

(vi) the assignee or lessee (in the discretion of the Issuer) shall be an Exempt Organization and shall utilize the Project substantially in the same manner as the College.

(b) To establish the purported effective date of any assignment or lease pursuant to subsection (a) of this section, the College, at its sole cost, shall furnish the Trustee or the Issuer, as appropriate, with an opinion, in form and substance satisfactory to the Trustee or the Issuer, as appropriate, (i) of Bond Counsel as to items (v) and (vi) above, and (ii) of Independent Counsel as to items (i), (ii) and (iv) above.

Merger of Issuer

(a) Nothing contained in the Loan Agreement shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of its interest in the entire Project to any other public benefit corporation or political subdivision which has the legal authority to enter into the Loan Agreement, provided that:

(i) upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of the Loan Agreement to be kept and performed by the Issuer shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Issuer's interest in the Project shall be transferred; and

(ii) the exclusion of the interest on the Series 2022 Bonds from gross income for Federal income tax purposes shall not be adversely affected thereby.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of interest, the Issuer shall give notice thereof in reasonable detail to the College and the Trustee and shall furnish to the College and the Trustee (i) a favorable opinion of Independent Counsel as to compliance with the provisions of section (a)(i) above, and (ii) a favorable opinion of Bond Counsel opining as to compliance with the provisions of (a)(ii) above. The Issuer promptly shall furnish such additional information with respect to any such transaction as the College or the Trustee may reasonably request.

Events of Default Defined

(a) The following shall be "Events of Default" under the Loan Agreement:

(i) the failure by the College to pay or cause to be paid on the date due, the amounts specified to be paid pursuant to (a), (b) and (c) under the heading "Loan Payments and Other Amounts Payable";

(ii) the failure by the College to observe and perform any covenant contained in Sections 6.3, 6.4, 6.5, 8.2, 8.4, 8.5, 8.6, 8.8, 8.12, 8.13, 8.14, 8.19, and 9.3 of the Loan Agreement;

(iii) any representation or warranty of the College in the Loan Agreement or in the Bond Purchase Agreement shall prove to have been false or misleading in any material respect and the same shall have a materially adverse effect upon the College, the Project, or the exclusion of interest on the Series 2022 Bonds from gross income for federal income tax purposes;

(iv) the failure by the College to observe and perform any covenant, condition or agreement under the Loan Agreement on its part to be observed or performed (except obligations referred to in sections (a)(i), (ii) or (iii) above) for a period of thirty (30) days after receiving written notice, specifying such failure and requesting that it be remedied, given to the College by the Issuer or the Trustee; provided, however, that if such default cannot be cured within thirty (30) days but the College is proceeding diligently and in good faith to cure such default, then the College shall be permitted an additional ninety (90) days within which to remedy the default;

(v) the dissolution or liquidation of the College; or the failure by the College to release, stay, discharge, lift or bond within sixty (60) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the College generally to pay its debts as they become due; or an assignment by the College for the benefit of creditors; the commencement by the College (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the College (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the College as the debtor in such case or proceeding, or such case or proceeding is consented to by the College or remains undismissed for sixty (60) days, or the College consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the College for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors (the term "dissolution or liquidation of the College" as used in this subsection shall not be construed to include any transaction permitted under the heading "College to Maintain its Existence");

(vi) an Event of Default under or a default on the part of the College of its obligations under the Indenture or the Loan Agreement shall have occurred and be continuing;

(vii) the invalidity, illegality or unenforceability of any of the Bond Documents, provided the same does not permit the Issuer or the Trustee, as the case may be, to recognize the material benefits of the respective documents; or

(viii) a breach of any covenant or representation contained under the heading "Compliance with Orders, Ordinances, Etc." with respect to environmental matters.

(b) Notwithstanding the provisions of section (a) above, if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under the Loan Agreement (other than its obligations under sections (a), (b), (c) or (e) under the heading "Loan Payments and Other Amounts Payable") and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Trustee, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under the Loan Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used in the Loan Agreement shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Remedies on Default

(a) Whenever any Event of Default shall have occurred and be continuing, the Issuer or the Trustee may take, to the extent permitted by law, any one or more of the following remedial steps:

(i) declare, by written notice to the College, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid Loan Payments payable pursuant to section (a) under the heading "Loan Payments and Other Amounts Payable" and pursuant to the Promissory Note in amount equal to the aggregate unpaid principal balance of all Series 2022 Bonds together with all interest which has accrued and will accrue thereon to the date of payment and all premium, if any, and (B) all other payments due under the Loan Agreement; provided, however, that if an Event of Default specified in section (a)(v) under the heading "Events of Default Defined" shall have occurred, such Loan Payments and other payments due under the Loan Agreement shall become immediately due and payable without notice to the College or the taking of any other action by the Trustee;

(ii) (a) apply any undisbursed money in the Project Fund and Renewal Fund to the payment of the costs and expenses incurred in connection with the enforcement of the rights and remedies of the Trustee and the Issuer, and (b) apply any undisbursed monies in the Project Fund, the Renewal Fund, and any other Fund or Account under the Indenture (other than those sums attributable to Unassigned Rights and except for the monies and investments from time to time in the Rebate Fund) to the payment of the outstanding principal amount of the Series 2022 Bonds and premium, if any, and accrued and unpaid interest on the Bonds; or

(iii) take any other action at law or in equity that may appear necessary or desirable to collect the payments then due or thereafter to become due under the Loan Agreement and to enforce the obligations, agreements or covenants of the College under the Loan Agreement.

(b) Reserved.

(c) Any sums payable to the Issuer as a consequence of any action taken pursuant to this summarized section (other than those sums attributable to Unassigned Rights and except for the moneys and investments from time to time in the Rebate Fund) shall be paid to the Trustee and applied to the payment of the Series 2022 Bonds.

(d) No action taken pursuant to this summarized section shall relieve the College from its obligation to make all payments required under the heading "Loan Payments and Other Amounts Payable" and pursuant to the Promissory Note.

(e) Reserved.

(f) The Issuer shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code of New York, including, without limitation, the right to seize or otherwise dispose of any or all of the Collateral described in the Loan Agreement, and to receive the payment of or take possession of the Collateral or the proceeds thereof. Upon the occurrence and during the continuation of an Event of Default by the College under the Loan Agreement, the College agrees that it will not commingle any moneys or other proceeds received by it in connection with any Collateral with any other moneys, funds or accounts of the College.

Remedies Cumulative

No remedy in the Loan Agreement conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under the Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee, as appropriate, to exercise any remedy reserved to it in the Loan Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in the Loan Agreement.

Agreement to Pay Attorneys' Fees and Expenses

(a) In the event the College should default under any of the provisions of the Loan Agreement and the Issuer should employ attorneys or incur other expenses for the collection of amounts payable under the Loan Agreement or the enforcement of performance or observance of any obligations or agreements on the part of the College contained in the Loan Agreement, the College shall, on demand therefor, pay to the Issuer the reasonable fees of such attorneys and such other reasonable out-of-pocket expenses so incurred.

(b) In the event the College should default under any of the provisions of the Loan Agreement and the Trustee should employ attorneys or incur other expenses for the collection of amounts payable under the Loan Agreement or the enforcement of performance or observance of any obligations or agreements on the part of the College contained in the Loan Agreement, the College shall, on demand therefor, pay to the Trustee the reasonable fees of such attorneys and such other reasonable out-of-pocket expenses so incurred.

No Additional Waiver Implied by One Waiver

In the event any agreement contained in the Loan Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Loan Agreement.

Early Termination of Loan Agreement

The College shall have the option to terminate the Loan Agreement at any time that the Series 2022 Bonds are subject to redemption in whole under the Indenture and upon filing with the Issuer and the Trustee a certificate signed by an Authorized Representative of the College stating the College's intention to do so pursuant to this summarized section and the date upon which such payment shall be made (which date shall not be less than thirty (30) nor more than ninety (90) days from the date such certificate is filed) and upon compliance with the requirements set forth under the heading "Conditions to Early Termination of Loan Agreement".

Conditions to Early Termination of Loan Agreement

In the event the College exercises its option to terminate the Loan Agreement in accordance with the provisions under the heading "Early Termination of Loan Agreement", the College shall make the following payments:

(a) To the Trustee for the account of the Issuer: an amount certified by the Trustee which, when added to the total amount on deposit with the Trustee for the account of the Issuer and the College and available for such purpose, will be sufficient to pay the principal of, Redemption Price of, and interest to maturity or the earliest practicable redemption date, as the case may be, on the Series 2022 Bonds, all expenses of redemption and the Trustee's fees and expenses.

(b) To the Issuer: an amount certified by the Issuer sufficient to pay all unpaid fees and expenses of the Issuer incurred under the Bond Documents.

(c) To the appropriate Person: an amount sufficient to pay all other fees, expenses or charges, if any, due and payable or to become due and payable under the Bond Documents.

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APPENDIX D

Form of Continuing Disclosure Agreement

This Continuing Disclosure Agreement (the "Disclosure Agreement") is dated as of May 10, 2022 and is executed and delivered by Marist College (the "College") and Manufacturers and Traders Trust Company, as trustee (the "Trustee") under an Indenture of Trust dated as of May 1, 2022 (the "Indenture") between the Dutchess County Local Development Corporation (the "Issuer") and the Trustee in connection with the issuance of $58,190,000 Dutchess County Local Development Corporation Revenue Bonds, Series 2022 (Marist College Project) (the "Bonds"). The proceeds of the Bonds are being loaned by the Issuer to the College pursuant to a Loan Agreement dated as of May 1, 2022 between the Issuer and the College (the "Loan Agreement"). For valuable consideration, the receipt of which is acknowledged, the Trustee and the College covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the College and the Trustee for the benefit of the Bondholders (defined below) and the beneficial owners of the Bonds, and in order to assist the Underwriter (defined below) in complying with the Rule (defined below). The College and the Trustee acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and in the Loan Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the first paragraph of this Disclosure Agreement, the following capitalized terms shall have the following meanings:

"Annual Filing Date" shall mean the date set forth in Section 3(a) to this Disclosure Agreement by which the Annual Report is to be filed with the MSRB.

"Annual Report" shall mean any Annual Report provided by the College pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Bondholder" or the term "Holder", when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Bond and any beneficial owner thereof.

"EMMA" shall mean the MSRB's Electronic Municipal Market System.

"Financial Obligation" means a (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

"Notice Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act.

"SEC" shall mean the United States Securities and Exchange Commission.

"Securities Exchange Act" shall mean the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

"Underwriter" shall mean Morgan Stanley & Co. LLC, the underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

SECTION 3. Provision of Annual Reports.

(a) The College shall provide or cause the Dissemination Agent (as defined herein) to provide to the Trustee and the MSRB not later than 150 days of the end of the College's fiscal year ending June 30th (the "Annual Filing Date"), commencing with the fiscal year ending June 30, 2022, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the College may be submitted separately from the balance of the Annual Report.

Should the College elect to appoint a third party to act as Dissemination Agent hereunder:

(i) Not later than the fifteenth (15th) day prior to the Annual Filing Date, the Annual Report shall be provided by the College to the Dissemination Agent together with either (A) a letter authorizing the Dissemination Agent to file the Annual Report with the MSRB, or (B) a certificate stating that the College has provided the Annual Report to the MSRB and the date on which such Annual Report was provided, and

(ii) the College shall promptly notify the Dissemination Agent in writing of any change in the College's fiscal year.

(b) If by Annual Filing Date the Trustee has not received a copy of the Annual Report, the Trustee shall contact the College to request a report regarding compliance with the provisions governing the Annual Report.

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the Annual Filing Date, the Trustee shall send a reminder notice to the College and the Issuer and shall send a notice to the MSRB in substantially the form attached as Exhibit A hereto.

(d) The Dissemination Agent shall file a report with the College, the Issuer and the Trustee certifying that the College has filed a report (directly or through the Dissemination Agent) purporting to be an Annual Report pursuant to this Disclosure Agreement, and stating the date it was provided (if such report was provided).

SECTION 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following information relating to the College for or as of the most recently completed fiscal year of the College:

(a) Audited financial statements;

(b) Operating information in the form included in Appendix A of the Official Statement under the captions "FACULTY," "EMPLOYEE RELATIONS," "PENSION PROGRAM," "ADMISSIONS AND STUDENT ENROLLMENT" and "TUITION, FEES, AND STUDENT FINANCIAL AID" with comparative information for the preceding fiscal year; and

(c) Financial information in the form included in Appendix A of the Official Statement under the captions "POST-RETIREMENT BENEFITS," "STATEMENTS OF FINANCIAL POSITION," "STATEMENTS OF ACTIVITIES," "INCREASE IN NET ASSETS FROM OPERATING ACTIVITIES WITHOUT DONOR RESTRICTIONS," "FUNDRAISING AND GRANTS," "INVESTMENTS," "LAND, BUILDINGS AND EQUIPMENT" and "LONG TERM OUTSTANDING INDEBTEDNESS" with comparative information for the preceding fiscal year.

The College agrees that the financial statements provided pursuant to Sections 3 and 4 of this Disclosure Agreement shall be prepared in conformity with generally accepted accounting principles (to the extent applicable), as in effect from time to time. Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the College is an "obligated person" (as defined by the Rule), which have been filed with the MSRB or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The College shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following Notice Events:

1. principal or interest payment delinquencies on the Bonds;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancement reflecting financial difficulties;

5. substitution of credit or liquidity providers or its failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to the rights of the Bondowners, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar event of the College;

13. the consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the College, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the College, any of which affect security holders, if material; and

16. Default, event of accelerations, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the College, any of which reflect financial difficulties.

(b) Whenever the College obtains knowledge of the occurrence of a Notice Event, the College shall provide, in a timely manner not in excess of five (5) Business Days after the occurrence of such Notice Event, notice of such Notice Event to the Dissemination Agent. The Dissemination Agent shall provide notice of each such Notice Event to (i) the MSRB, (ii) the Trustee and (iii) the Issuer, in each case within five (5) Business Days after receipt by the Dissemination Agent.

SECTION 6. Termination of Reporting Obligation.

(a) The obligations of the College and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the College's obligations under the Loan Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the College. The College shall have no further responsibility hereunder only to the extent that the College ceases to be an obligated person with respect to the Bonds within the meaning of the Rule.

(b) In addition, the College's obligations under the provisions of this Disclosure Agreement shall terminate (in whole or in part, as the case may be) in the event that (i) the College delivers to the Dissemination Agent, the Trustee, and the Issuer an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Dissemination Agent, the Trustee and the Issuer, to the effect that those portions of the Rule which require the provisions of this Disclosure Agreement, or any of such provisions, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion (but such termination of the College's obligations shall be effective only to the extent specifically addressed by such opinion), and (ii) the Dissemination Agent delivers copies of such opinion to (A) the MSRB, (B) the Issuer, (C) the Trustee, and (D) the Underwriter. The Dissemination Agent shall so deliver such opinion within five (5) business days after receipt by the Dissemination Agent.

SECTION 7. Dissemination Agent.

(a) The College may, from time to time, appoint or engage a third-party dissemination agent (the "Dissemination Agent") to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such third party Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

(b) The Dissemination Agent, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days written notice to the Issuer, the College and the registered owners of the Bonds, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the date so designated in the written notice provided by the Dissemination Agent. Upon the resignation of a Dissemination Agent, the College shall designate a successor pursuant to Section 7(a) above or, alternatively, agrees to assume all responsibilities of the Dissemination Agent under this Disclosure Agreement.

(c) In case the Dissemination Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Dissemination Agent or of its property shall be appointed, or if any public officer shall take charge of control of the Dissemination Agent, or of its property or affairs, the College shall forthwith appoint a Dissemination Agent to act. The College shall give or cause to be given written notice of any such appointment to the Owners (as such term is defined in the Loan Agreement), the Trustee and the Issuer.

(d) Any company into which the Dissemination Agent may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Dissemination Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Dissemination Agent, without any further act or deed.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the College and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment not modifying or otherwise affecting its duties, obligations or liabilities in such a way as they are expanded or increased) and any provision of this Disclosure Agreement may be waived, if all of the following conditions are satisfied: (a) such amendment is made in connection with a change in circumstances that arises, from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the College or the type of business conducted thereby, (b) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (c) the College shall have delivered an opinion of counsel, addressed to the Issuer, the College, the Dissemination Agent and the Trustee, to the same effect as set forth in clause (b) above, (d) either (i) the College shall have delivered to the Issuer, the Trustee and the Dissemination Agent an opinion of counsel unaffiliated with the College (such as bond counsel) and acceptable to the College, to the effect that the amendment does not materially impair the interests of the Holders of the Bonds or (ii) the Holders of the Bonds consent to the amendment to this Disclosure Agreement pursuant to the same procedures as are required for amendments to the Indenture with consent of the Holders of the Bonds pursuant to the Indenture as in effect on the date of this Disclosure Agreement, and (e) the College shall have delivered copies of such opinion(s) and amendment to the MSRB. The Dissemination Agent may rely and act upon such opinions.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the College from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Notice Event, in addition to that which is required by this Disclosure Agreement. If the College chooses to include any information in any Annual Report or notice of the occurrence of a Notice Event, in addition to that which is specifically required by this Disclosure Agreement, the College shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Notice Event.

SECTION 10. Default. In the event of a failure of the College or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any of the Holders of at least 25% of the aggregate principal amount of Outstanding Bonds who have provided security and indemnity deemed acceptable to the Dissemination Agent, shall), or any party who can establish beneficial ownership of any of the Bonds, or any Bondholder may, after providing fifteen (15) days written notice to the College to give the College opportunity to comply within such fifteen-day period, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the College to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or under the Loan Agreement, and the sole remedy available to the Dissemination Agent, any beneficial owners of the Bonds or the Bondholders under this Disclosure Agreement in the event of any failure of the College or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent that the Dissemination Agent is required under the terms of this Disclosure Agreement to report any information, it is only required to report information that it receives from the College in the form in which it is received, and the Dissemination Agent shall be under no responsibility or duty with respect to the accuracy and content of the information which it receives from the College. The College agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct in the performance of its duties hereunder. The obligations of the College under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. This indemnification shall be separate from and in addition to that provided to the Trustee under the Indenture.

(b) Unless otherwise provided by contract with the Dissemination Agent, the College shall pay or cause to be paid to the Dissemination Agent after reasonable notice to the College in light of the reimbursement sought to be received, reasonable reimbursement for its reasonable expenses, charges, counsel fees and expenses and other disbursements and those of its attorneys, agents, and employees, incurred in and about the performance of its powers and duties hereunder. None of the provisions contained in this Disclosure Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The obligations of the College under this Section to compensate the Dissemination Agent, to pay or reimburse the Dissemination Agent for expenses, disbursements, charges and counsel fees and to indemnify and hold harmless the Dissemination Agent shall survive the termination of this Disclosure Agreement.

SECTION 12. Transmission of Notices, Documents and Information.

(a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Agreement shall be provided to EMMA, the current internet web address of which is www.emma.msrb.org.

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the College, the Trustee, the Dissemination Agent, the Underwriter, parties who can establish beneficial ownership of the Bonds and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Disclaimer. No Annual Report or notice of a Notice Event filed by or on behalf of the College under this Disclosure Agreement shall obligate the College to file any information regarding matters other than those specifically described in Section 3 and Section 5 hereof, nor shall any such filing constitute a representation by the College or raise any inference that no other material events have occurred with respect to the College or the Bonds or that all material information regarding the College or the Bonds has been disclosed. The College shall have no obligation under this Disclosure Agreement to update information provided pursuant to this Disclosure Agreement except as specifically stated herein.

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16. Notices. The parties hereto may be given notices required hereunder at the addresses set forth for them in the Loan Agreement or the Indenture.

SECTION 17. Applicable Law. This Disclosure Agreement shall be governed by the laws of the State of New York, and by applicable federal laws.

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Dated as of May 10, 2022

MARIST COLLEGE

By:___________________________

Name:

Title:

MANUFACTURERS AND TRADERS
TRUST COMPANY

By:___________________________

Name:

Title:

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

NOTICE IS HEREBY GIVEN that the College has not yet provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement by and between Marist College (the "College") and Manufacturers and Traders Trust Company (the "Trustee") dated as of May 10, 2022. [The [College/Dissemination Agent] has informed the Trustee that the Annual Report will be filed with MSRB by _________________.]

Dated: _________________

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee

By:_____________________________
Name:
Title:

cc: Marist College

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APPENDIX E

Form of Approving Opinion of Bond Counsel for the Series 2022 Bonds

Upon the issuance of the Series 2022 Bonds, Nixon Peabody LLP, New York, New York, as Bond Counsel, will deliver its opinion in substantially the same form as this Appendix E.

May 10, 2022

Dutchess County Local Development Corporation
Poughkeepsie, New York

Manufacturers and Traders Trust Company, as Trustee
Buffalo, New York

Morgan Stanley & Co. LLC
Washington D.C.

Re: $58,190,000 Dutchess County Local Development Corporation
Revenue Bonds, Series 2022
(Marist College Project)

Ladies and Gentlemen:

We have acted as bond counsel to the Dutchess County Local Development Corporation (Dutchess County, New York) (the "**Issuer**"), in connection with the issuance on the date hereof by the Issuer of its $58,190,000 Revenue Bonds, Series 2022 (Marist College Project) (the "**Series 2022 Bonds**"). The Series 2022 Bonds are authorized to be issued pursuant to:

(i) Section 1411 of the New York Not-for-Profit Corporation Law (the "**Act**"),

(ii) the Bond Resolution duly adopted by the Issuer on April 8, 2022 (the "**Resolution**"), and

(iii) the Indenture of Trust, dated as of May 1, 2022 (the "**Indenture**"), by and between the Issuer and Manufacturers and Traders Trust Company, as trustee for the benefit of the Owners of the Series 2022 Bonds (the "**Trustee**"). The Series 2022 Bonds were issued to finance or refinance the costs of acquisition, construction, renovating and equipping of certain facilities (as defined in the Loan Agreement referenced below) (collectively, the "**Project**").

The Issuer will loan the proceeds of the Series 2022 Bonds to Marist College (the "**College**") pursuant to the terms of a Loan Agreement, dated as of May 1, 2022 (the "**Loan Agreement**"), between the Issuer and the College. The College has evidenced its obligations to make loan payments to the Issuer by the issuance and delivery of a certain Promissory Note, dated the Closing Date (the "**Series 2022 Note**"), in the principal amount of the Series 2022 Bonds, from the College to the Issuer and endorsed by the Issuer to the Trustee. The Issuer has assigned to the Trustee as security for the Series 2022 Bonds, for the benefit of the Owners of the Series 2022 Bonds, substantially all of its rights under the Loan Agreement pursuant to the Indenture. The Issuer and the College have entered into a Tax Regulatory Agreement, dated the date hereof (the "**Tax Regulatory Agreement**"), in which the Issuer and the College have made certain representations and covenants, established certain conditions and limitations and created certain expectations, relating to compliance with the requirements imposed by the Internal

Revenue Code of 1986, as amended (the "**Code**"). Morgan Stanley & Co. LLC (the "**Underwriter**") has agreed to purchase the Series 2022 pursuant to the terms of a Bond Purchase Agreement, dated April 26, 2022 (the "**Bond Purchase Agreement**"), among the Issuer, the Underwriter and the College.

The Series 2022 Bonds are dated May 10, 2022 (the "**Closing Date**"), and bear interest from the date thereof at the rate and pursuant to the respective terms of the Series 2022 Bonds. The Series 2022 Bonds are subject to prepayment or redemption prior to maturity, as a whole or in part, at such time or times, under such circumstances and in such manner as is set forth in the Series 2022 Bonds and the Indenture.

As bond counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates and documents (including all documents constituting the Transcript of Proceedings with respect to the issuance of the Series 2022 Bonds) as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity and due execution of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, without having conducted any independent investigation, we have relied upon, and assumed the accuracy and truthfulness of, the aforesaid instruments, certificates and documents.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned in the Schedule of Definitions attached as Schedule A to the Indenture.

In rendering the opinions set forth below, we have relied upon, among other things, certain representations and covenants made by the parties in this transaction including: (i) the College in (a) the Bond Purchase Agreement, (b) the Tax Regulatory Agreement, (c) the Loan Agreement, (d) the Closing Certificate of the College, dated the date hereof, (e) the Bond Counsel Questionnaire submitted to us by the College, (f) the Continuing Disclosure Agreement, dated as of May 10, 2022 (the "**Continuing Disclosure Agreement**") between the College and the Trustee, and (g) the Official Statement, dated April 26, 2022 (the "**Official Statement**") and (ii) the Issuer in (a) the Bond Purchase Agreement, (b) the Indenture, (c) the Tax Regulatory Agreement, (d) the Loan Agreement, and (e) the Closing Certificate of the Issuer, dated the date hereof. We call your attention to the fact that there are certain requirements with which the Issuer and the College must comply after the date of issuance of the Series 2022 Bonds in order for the interest on the Series 2022 Bonds to remain excluded from gross income for Federal income tax purposes. Copies of the aforementioned documents are included in the Transcript of Proceedings.

In addition, in rendering the opinions set forth below, we have relied upon the opinions of counsel to the Issuer, Cappillino, Rothschild & Egan LLP, Pawling, New York; counsel to the College, Bond, Schoeneck & King PLLC, Syracuse, New York; counsel to the Trustee, Hodgson Russ LLP, Buffalo, New York, all of even date herewith. Copies of the aforementioned opinions are contained in the Transcript of Proceedings.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Issuer is a duly organized and existing corporate entity constituting a local development corporation of the State of New York.

2. The Issuer is duly authorized to issue, execute, sell and deliver the Series 2022 Bonds, for the purpose of paying the costs described above.

3. The Resolution has been duly adopted by the Issuer and is in full force and effect.

4. The Bond Purchase Agreement, the Indenture, the Tax Regulatory Agreement and the Loan Agreement, have been duly authorized, executed and delivered by the Issuer and assuming the due authorization, execution and delivery thereof by the other parties thereto, are legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms.

5. The Series 2022 Bonds have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding special obligations of the Issuer payable solely from the revenues derived from the Loan Agreement, enforceable against the Issuer in accordance with their respective terms.

6. The Series 2022 Bonds do not constitute a debt of the State of New York or of Dutchess County, New York, and neither the State of New York nor Dutchess County, New York, will be liable thereon.

7. The Code sets forth certain requirements which must be met subsequent to the issuance and delivery of the Series 2022 Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2022 Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds. Pursuant to the Indenture, the Loan Agreement and the Tax Regulatory Agreement, the Issuer and the College have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2022 Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the Issuer and the College have made certain representations and certifications in the Indenture, the Loan Agreement and the Tax Regulatory Agreement. We are also relying on the opinion of counsel to the College, as to all matters concerning (a) the status of the College as an organization described in Section 501(c)(3) of the Code and exempt from Federal income tax under Section 501(a) of the Code, and (b) that the intended use of the facilities financed or refinanced with proceeds of Series 2022 Bonds will be in furtherance of the College's exempt purposes under Section 501(c)(3) of the Code. We have not independently verified the accuracy of those certifications and representations or that opinion.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Series 2022 Bonds (including any original issue discount properly allocable thereto) is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

8. Under existing law, interest on the Series 2022 Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision of the State of New York, assuming compliance with the tax covenants and the accuracy of the representations and certifications described in paragraph 7 hereof.

Except as stated in the paragraphs 7 and 8 above, we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of, or the accrual or receipt of interest on, Series 2022 Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Series 2022 Bonds, or the interest thereon, if any action is taken with respect to the Series 2022 Bonds or the proceeds thereof upon the advice or approval of other counsel.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2022 Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Tax Regulatory Agreement may be limited by bankruptcy, insolvency or other laws or enactments now or hereafter enacted by the State of New York or the United States affecting the enforcement of creditors' rights and by restrictions on the availability of equitable remedies and to the extent, if any, that enforceability of the indemnification provisions of such documents may be limited under law. We express no opinion with respect to the availability of any specific remedy provided for in any of the bond documents.

In rendering the foregoing opinions, we are not passing upon and do not assume any responsibility for the accuracy, completeness, sufficiency or fairness of any documents, information or financial data supplied by the Issuer, the College or the Trustee in connection with the Series 2022 Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Tax Regulatory Agreement, the Official Statement, the Continuing Disclosure Agreement or the Project and make no representation that we have independently verified the accuracy, completeness, sufficiency or fairness of any such documents, information or financial data. In addition, we express no opinion herein with respect to the accuracy, completeness, sufficiency or fairness of the Official Statement, with respect to the Series 2022 Bonds.

We express no opinion herein with respect to the registration requirements under the Securities Act of 1933, as amended, the registration or qualification requirements under the Trust Indenture Act of 1939, as amended, the registration, qualification or other requirements of State Securities laws or the availability of exemptions therefrom.

We express no opinion as to the sufficiency of the description of the Project contained in the Loan Agreement or as to the adequacy, perfection or priority of any security interest in any collateral securing the Series 2022 Bonds.

Furthermore, we express no opinion as to the Continuing Disclosure Agreement. We express no opinion with respect to whether the Issuer and the College (i) have complied with the State Environmental Quality Review Act, (ii) have obtained any or all necessary governmental approvals, consents or permits, or (iii) have complied with the New York Labor Law or other applicable laws, rules, regulations, orders and zoning and building codes, all in connection with the renovation, construction, equipping, furnishing and operation of the Project.

The opinions expressed herein may be relied upon by the addressees and may not be relied upon by any other person without our prior written consent.

Very truly yours,

MARIST

Mixed Sources
Product group from well managed forests, controlled sources and recycled wood or fiber.

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